Council Study Session
City Hall Council Chambers
May 23, 2022

AGENDA

1. **City Council Discussion of Agenda Items and Questions - 6 p.m.**
2. **Miscellaneous**
   a. Special Worksession
      - Determine a date for the special work session
   b. Commission Appointments
3. **Discussion of Work Session Agenda Item as Time Permits**
4. **Adjourn**

Council Study Session

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reginald Edwards, City Manager

SUBJECT: Special Worksession

Background:

Please bring your calendar with you so we can schedule the upcoming Special Work Session. The suggested dates are June 1, 2, 7, 8, or 9.

CITY COUNCIL MEETING
City Hall Council Chambers
May 23, 2022

AGENDA

1. Informal Open Forum with City Council - 6:45 p.m.

Provides an opportunity for the public to address the Council on items which are not on the agenda. Open Forum will be limited to 15 minutes, it is not televised, and it may not be used to make personal attacks, to air personality grievances, to make political endorsements, or for political campaign purposes. Council Members will not enter into a dialogue with presenter. Questions from the Council will be for clarification only. Open Forum will not be used as a time for problem solving or reacting to the comments made but, rather, for hearing the presenter for informational purposes only.

I will first call on those who notified the Clerk that they would like to speak during open forum, and then I will ask if anyone else connected to this meeting would like to speak. When I do, please indicate your name and then proceed when I call on you. Please be sure to state your name and address before speaking.

a. Open Forum information

- per 2022 Council Retreat Agreement
- Limited to 15 minutes
- Limit all comments to 2 minutes per person
- Time for thoughts, ideas, feedback that is unrelated to council meeting agenda items
- Show and verbally share other opportunities for sharing

2. Invocation - 7 p.m. - Butler

3. Call to Order Regular Business Meeting

This meeting is being conducted electronically under Minnesota Statutes, section 13D.021 due to the pandemic. For those who are connected to this meeting, please keep your microphone muted. If there is an opportunity for public comment, you may unmute and speak when called upon. Please do not talk over others and anyone being disruptive may to ejected from the meeting. The packet for this meeting is on the City's website, which is linked on the calendar or can be found on "City Council" page.

a. Council Norms

4. Roll Call

5. Pledge of Allegiance

6. Approval of Agenda and Consent Agenda

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered at the end of Council Consideration Items.

a. Approval of Minutes

- Motion to approve the following minutes:

- *5/9/22 - Study Session Meeting*
- *5/9/22 - Regular Session Meeting*

b. Approval of Licenses

- Motion to approve the licenses as presented.

c. Resolution Adopting Amendments to the Financial Policies Section of the Brooklyn Center City Council Code of Policies for Uniform Guidance for Federal Programs

- motion to adopt of an amendment to the City's Financial Policies to include Uniform Guidance on Federal Programs.

d. Resolution Approving a Master Partnership Contract Between the Minnesota Department of Transportation and the City of Brooklyn Center

- Motion to approve the resolution for a Master Partnership Contract between the Minnesota Department of Transportation (MnDOT) and the City of Brooklyn Center (City).

e. Resolution Approving Change Order Nos. 8-12, Improvement Project No. 2021-05, Brooklyn Boulevard Corridor Project Phase 2 Improvements

- Motion to approve the attached resolution authorizing Change Order Nos. 8-12 in the amount of $14,011.21 for Improvement Project No. 2021-05, Brooklyn Boulevard Corridor Project Phase 2 Improvements.

f. An Ordinance Amending Chapter 6, Section 6.05, of the City Charter for the City of Brooklyn Center (first reading)

- Motion to approve the first reading of an Ordinance Amending Chapter 6, Section 6.05, of the City Charter for the City of Brooklyn Center. Second Reading and Public Hearing will be June 27, 2022.

g. An Ordinance Amending Chapter 3, Section 3.08 of the City Charter for the City of Brooklyn Center (first reading)

- Motion to approve the first reading of an Ordinance Amending Chapter 3, Section 3.08 of the City Charter for the City of Brooklyn Center. Second Reading and Public Hearing will be June 27, 2022.

7. Presentations/Proclamations/Recognitions/Donations

a. Brooklyn Center Police Department

- Motion to accept the presentation

b. Presentation of Emerging Brooklyn Center Community Journey (An Element of Evolving Brooklyn Center - A Community Centered City.

- Staff ask the Council to hear and accept the presentation of the Emerging Brooklyn Center Community Journey, which is part of Evolving Brooklyn Center - A Community Centered City.

8. Public Hearings

The public hearing on this matter is now open. I will first call on those who notified the Clerk that they would like to speak to this matter, then I will ask if anyone else on this meeting would like to speak during this hearing. When I do, please indicate your name and then proceed when I call

on you. Please be sure to state your name and address before speaking.

a. An Ordinance Amending Chapter 2 Section 2.06 of the Brooklyn Center City Charter

- Motion to:

- *open the public hearing;*
- *take public comment; (comments are limited to 2 minuter per person)*
- *close the public hearing;*
- *vote on the Charter Amendment.*

9. Planning Commission Items

10. Council Consideration Items

11. Council Report

12. Adjournment

We Agree To

Internal Council Relations – Norms for 2021 – Practiced for next 90 days

- Seek to not repeat or re-iterate points that were already shared
- Engage in discussion and sharing alternate perspectives *without* weaponizing other people's words
- Recognize others with "What I heard you say is _____, with your permission, I'd like to move forward now."
- Call for consensus when it's time to make a decision.
- Allow new solutions in a time of dynamic change, process: (1) name the problem (2) find the process to resolve (3) have the discussion (4) make a decision.
- After open discussion, close down the chat during council chamber discussion (*need to vote on it).

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Requested Council Action:

- Motion to approve the following minutes:

- *5/9/22 - Study Session Meeting*
- *5/9/22 - Regular Session Meeting*

Background:

In accordance with Minnesota State Statute 15.17, the official records of all meetings must be documented and approved by the governing body.

Budget Issues:

None

Inclusive Community Engagement:

None

Antiracist/Equity Policy Effect:

None

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Study Session 5-9	5/18/2022	Backup Material
Regular Sessiob 5-9	5/20/2022	Backup Material

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

STUDY SESSION
MAY 9, 2022
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council met in Study Session called to order by Mayor Mike Elliott at 6:10 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Reggie Edwards, City Attorney Jason Hill, and City Clerk Barb Suciu.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Councilmember Lawrence-Anderson noted an individual had a concern about 5421 Twin Lake Boulevard initial rental license. She asked if the Council could look into the concern further. Dr. Edwards stated Staff does not have a specific policy, but they can address the matter.

Mayor Elliott stated the item will be added to the regular agenda as Council Consideration Item 10a.

MISCELLANEOUS

IN-PERSON MEETINGS

City Manager Reggie Edwards asked if someone were to address the Council remotely, would they need to be in a location that is accessible to the public. They need to consider the consistency across the various boards and commissions if they are to meet in person as well. He asked for direction from the Council.

Mayor Elliott stated all meetings are currently in-person, but a person may choose to meet remotely if need be. Dr. Edwards stated at least one person has to be at the meeting in person. It is difficult to manage commissions if Staff doesn't know who will be in person and who will be remote. Therefore, the Staff would like direction from the Council regarding a policy to address the matter.

(10:00) Mayor Elliott asked City Attorney Jason Hill what the Statute allows for in terms of hybrid meetings. Mr. Hill stated the audio was poor and was unable to hear the question.

Councilmember Graves asked if this statute applies to all commissions and committees

Mr. Hill stated the question falls under the way the governing body is defined by the City Council. With the City Council following the hybrid model, the commissions and committees need to follow the statute.

Mayor Elliott asked when the open meeting law applies to a group. He asked if the City can have a meeting with a group of people where the open meeting law does not apply. Mr. Hill stated if there is a meeting with a quorum of a body and they are discussing or considering any City business, then the open meeting law applies. Two Councilmembers speaking about an issue does not require an open meeting. There may be a quorum of the City Council at another meeting where City business is discussed, for example, a County meeting, that must be noticed to the public.

Mayor Elliott asked if the ability to be remote for a meeting is within Statute and if the Council can provide further direction on the issue. Mr. Hill stated the City could have a process in place if someone is going to be remote. Then the remote attendance can be properly noticed and the audio component can be handled in advance. The notice needs to be sent out a certain amount of days in advance. This is the general policy information and couldn't be notified the day before the meeting.

Mayor Elliott asked if there are any exceptions for a situation where a Councilmember may be injured at the last minute. Mr. Hill stated the Statute does not allow for any exceptions to M.S. § 13D. subd.02.

Mayor Elliott asked if a member participates remotely but is not properly noticed, and what are the limitations to their participation. Mr. Hill recommended the person not participate at all because the open meeting law is very broad in defining participation. The member certainly cannot vote and should not partake in a discussion of any item. The city is back to meetings before March 2020.

Dr. Edwards asked if the Council has the authority to say there is the expectation for all members to be present at the meeting with a few exceptions. Mr. Hill stated the Council has the authority to set expectations, but it doesn't have the authority to require attendance in person.

Dr. Edwards asked for the Council to set some expectations for the commissions and committees which would allow Staff to better manage the commissions with a sense of efficiency, accountability, and consistency.

Councilmember Graves suggested that staff prepared some guidelines for the council to review.

Mayor Elliott added it would be beneficial to have guidelines for commissions and committees.

COMMISSION APPOINTMENTS

Mayor Elliott stated the commission appointments will be on the next agenda.

ALTERNATIVE WORK SESSION DATE

A member of the public stated he was unable to hear the audio.

Mayor Elliott stated they would take a five-minute recess to resolve the issue with the audio.

ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

Mayor Elliott adjourned the Study Session at 6:50 p.m.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss. Certification of Minutes
CITY OF BROOKLYN CENTER)

The undersigned, being the duly qualified and appointed City Clerk of the City of Brooklyn Center, Minnesota, certifies:

1. That attached hereto is a full, true, and complete transcript of the minutes of a Study Session of the City Council of the City of Brooklyn Center held on May 9, 2022.

2. That said meeting was held pursuant to due call and notice thereof and was duly held at Brooklyn Center City Hall.

3. That the City Council adopted said minutes at its May 23, 2022, Regular Session.

_____ _____

City Clerk Mayor

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

REGULAR SESSION
MAY 9, 2022
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor Mike Elliott at 6:51 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Reggie Edwards, Community Development Director Meg McMahon, City Clerk Barb Suciu, and City Attorney Jason Hill.

Mayor Mike Elliott opened the meeting for Informal Open Forum.

Lori B. noted the last meeting she brought up the issue of basketball hoops at the park, and her son was able to enjoy the basketball hoops recently.

Lori B. stated the response by Officer Lindstrom on Hwy. 252 was very unprofessional, and he violated many basic rights. Additionally, the Police Union President's statement was untrue. The public has the right to film police and stick up for people in the community. The following day's press conference included less than 10 people across from the Police Department. The police officers responded by sending out several officers with large guns. She noted her son is across the street from the Police Department. Their response shows they did not learn anything from April 2021. She noted some officers are on the meeting call, and there should be a meeting to address the issue.

Jean La Fontaine echoed the comments by Lori B. It is important for City Staff with hiring and firing power to step up. Systemic complacency is not beneficial to the community. The Council has done the right thing to pass reforms and fund reforms, and they need to continue that effort.

AJ Bilek asked if the family of Earle Brown was contacted regarding the name change. The City shouldn't strip his name from places without due diligence in speaking to the family.

Mark Allen. stated there is a property at 5421 Twin Lake Boulevard East that is requesting a rental license. He has learned that the property has advertised itself as an Airbnb and rented itself to two different families over the weekend. The property continues to rent the property without the proper licenses in place.

Mark Allen added another neighbor stated there were 14 or 16 people at the rental property one evening. The Council needs to consider the policies and procedures for Airbnbs within the City. Also, the neighbors should be notified of Airbnb's location and happenings.

Mayor Elliott noted the Informal Open Forum started about five minutes late and encouraged the public to keep their comments to less than one minute.

Chaz Neal stated Brooklyn Center has come a long way in the last year. However, the former Police Chief continues to represent the Police Department and makes comments to the public about the professionalism of the officers.

Eboni stated the audio keeps going in and out. She noted a lot of the community wants Officer Lindstrom to be fired. However, she believes a policy could be put into place. Officers could receive a mental health evaluation instead of losing their job. The officers have gone through a lot, especially with the pandemic. Eboni suggested Katie W. meet with the Police Chief to come to a resolution. The whole situation is being blown out of proportion. Action has not taken place. There are a lot of meetings and a lot of talk without action. She added Katie W. and her son seem like a target.

Tanya stated the incident that happened between Officer Lindstrom and Katie W. was inappropriate. The media has turned Katie W. into a villain. The public has the right to police the police. She was across the highway inside of her car. The police are targeting the Wright family. The officers need to maintain people's Constitutional rights. The police need to be abolished.

Samie Burnett explained she is a resident of Brooklyn Center and is concerned about the police's response to Katie W. It is not illegal for the public to film the police. The Council needs to hold law enforcement accountable. Law enforcement is a job and they know the rules of their job. Elected officials need to do the right thing regardless of what people think.

Samie B. noted she is a Black woman. She asked if something worse would have happened to her if she would have been in the same situation as Katie W. The Council needs to do the right thing.

Gentlemen stated he has concerns about Airbnb, as mentioned by an earlier commenter. He explained he lives in the neighborhood. The owner had four families in the house last weekend. There should be a limit to how many people can be in a residence. It is essentially a hotel in a residential neighborhood. He added the consideration of the rental license should be moved to a later date so the neighbors of the property can be notified. A hotel would have an impact on the neighborhood. He stated cops are people too. They make mistakes just like everyone else. Any cops he has spoken to are very nice people.

Julie Bourque pointed out issues about the audio earlier. She asked if there could be decisions made about exceptions for commissions. Committees have looked a certain way for a long time due to barriers to access, whether it was a lack of childcare or lack of transportation. Also, COVID-19 is still around and immunocompromised people need to be considered.

Julie Bourque stated she was at the press conference when she shared what happened to her, and it was disheartening to see the police response. The police came out in large groups with batons or other weapons, and it was very antagonizing. She counted at least 20 officers, more than even those present for the media and the press conference. The Department needs to own its mistakes and apologize because it will build community.

Mearra Wright asked for the Council to host a community gathering to unpack the situation with law enforcement and Katie W. She explained she is concerned with the systemic complacency that allows officers to respond to community members with force and intimidation. Their job is to deescalate situations, but they almost always do the opposite.

Diane Sannes asked if her audio was on Zoom or CCX. Mayor Elliott confirmed her audio was on Zoom. Diane S. stated it is good to be back in Chambers after two years and she appreciates the work on the parks and trails.

Randy Christensen stated he drove to the meeting because he couldn't hear it online at his house. He explained a lot of things are happening in the community. The Council needs to spur on the conversations and the progress that is happening.

Mayor Elliott thanked everyone for their comments.

Councilmember Elliott moved and Councilmember Ryan seconded to close the Informal Open Forum at 7:15 p.m.

Motion passed unanimously.

2. INVOCATION

Councilmember Ryan stated John Robert Lewis served in the House of Representatives and led several nonviolent protests during his time. He read a quote by John Robert Lewis, "Release the need to hate, to harbor division, and the enticement of revenge. Release all bitterness. Hold only love, only peace in your heart, knowing that the battle of good to overcome evil is already won."

3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in a Regular Session called to order by Mayor Mike Elliott at 7:26 p.m.

4. ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Reggie Edwards, Community Development Director Meg McMahon, City Clerk Barb Suciu, and City Attorney Jason Hill.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

Councilmember Ryan moved and Councilmember Butler seconded to approve the Agenda and Consent Agenda, with an amendment for item Approval of Agenda and Consent Agenda 6b. Licenses to become Council Consideration Item 10a. Licenses and the following consent items were approved:

Councilmember Ryan amended the motion to approve the Agenda and Consent Agenda, with the property 5421 Twin Lake Boulevard East being moved to become Council Consideration Item 10a. 5421 Twin Lake Boulevard East and the following consent items were approved:

6a. APPROVAL OF MINUTES

1. April 11, 2022 – Study Session
2. April 11, 2022 – Regular Session
3. April 11, 2022 – Work Session

6b. LICENSES

AMUSEMENT DEVICES LICENSE

Mendota Valley Amusements	390 Richmond Street East South St. Paul, MN 55075
Duoos Bros American Legion	6110 Brooklyn Boulevard Brooklyn Center, MN 55430
Theisen Vending Company	2335 Nevada Avenue North Golden Valley, MN 55427
Jammin' Wings	2590 Freeway Boulevard Brooklyn Center, MN 55430

GARBAGE HAULER LICENSE

Darling Ingredients, Inc	9000 382nd Avenue Blue Earth, MN 56301

HOSPITALITY ACCOMMODATIONS LICENSE

Brooklyn Center Hospitality LLC dba Motel 6 Brooklyn Center	2741 Freeway Boulevard Brooklyn Center, MN 55430
Country Inn & Suites	2550 Freeway Boulevard Brooklyn Center, MN 55430
Faraz Enterprises Inc. dba Travelodge By Wyndham	6415 James Circle North Brooklyn Center, MN 55430

American Hotels LLC dba Quality Inn	1600 James Circle North Brooklyn Center, MN 55430

MECHANICAL LICENSES

Aairgate Htg & Air Inc	PO Box 1649 Maple Grove, MN 55311
Ace Heating & Air Conditioning Inc.	7174 Hwy 95 NW Princeton, MN 55371
Admiral Radon Mechanical Services LLC	13816 Utah Avenue Savage, MN 55378
BWS Plumbing, Heating & Air Conditioning	7251 Washington Avenue South Edina, MN 55439
Bettin Inc., Ecowater Systems	3208 1st Street South Waite Park, MN 56387
Beyond Heating and Air LLC	22544 Hayward Avenue Forest Lake, MN 55025
Boys Electric LLC & Boys Mechanical	490 Villaume Avenue South St. Paul, MN 55075
Centerpoint Energy	6161 Golden Valley Road Golden Valley, MN 55422
Deans Home Services	6701 Parkway Circle, Suite 600 Brooklyn Center, MN 55430
GR Mechanical	12401 Ironwood Circle Rogers, MN 55374
Goss Plumbing	8105 Cedar Street Rockford, MN 55373
Hearth & Home Technologies LLC	7571 215th Street West Lakeville, MN 55044
Heating & Cooling Two Inc.	18550 County Road 81 Maple Grove, MN 55369
Hertz Mechanical Inc.	19561 Vernon Street Elk River, MN 55303

Home Energy Center	2415 Annapolis Lane North #170 Plymouth, MN 55441
Homeworks Services LLC	915 Blue Gentian Road, Suite 100 Eagan, MN 55121
Major Mechanical LLC	7601 Northland Drive North #110 Brooklyn Park, MN 55428
Metro Heating and Cooling	1220 Cope Avenue East Maplewood, MN 55109
Midwest Maintenance & Mechanical	750 Pennsylvania Avenue South Golden Valley, MN 55426
Nasseff Mechanical Cont	122 South Wabasha Suite 101 St. Paul, MN 55107
Owens Companies Inc.	930 E 80th Street Bloomington, MN 55420
Ray Welter Heating Co.	4637 Chicago Avenue South Minneapolis, MN 55407
Regency Plumbing Inc.	3414 Louisiana Avenue North Golden Valley, MN 55427
South-Town Refrigeration	6325 Welcome Ave N Ste. #200 Brooklyn Park, MN 55429

RENTAL

INITIAL (TYPE IV – six-month license)

5324 Boulder Lane	Real Assets LLC | Gulzar Real Estates, LLC
5333 Bryant Avenue North	Badikambudi Helene Kazadi
5421 Twin Lake Boulevard East This item was considered as Agenda Item 10a.	Sogdiana, LLC

INITIAL (TYPE III – one-year license)

5401 63rd Avenue North	Ayodeji Gbayisomore

INITIAL (TYPE II – two-year license)

3812 58th Avenue North	M Y Issa/f Abdullahi/m Issa

5327 Colfax Avenue North	Pensco Trust Co. | G. Johnson
7124 Fremont Avenue North	T J Agene & O Agene
7215 Fremont Avenue North	C Okonkwo & I Dijeh
INITIAL (TYPE I – three-year license)	
1215 54th Avenue North	Ahmed S Ali
3812 France Place	SFR Acquisitions 2 LLC
6628 Camden Drive	Wells Bovard
7001 Perry Avenue North	Fred Hanus
RENEWAL (TYPE IV – six-month license)	
3501 62nd Avenue North	Doreen Kalema
3501 63rd Avenue North	Oyejola Azum
5308 Lilac Drive North	Dani Araya
5925 Washburn Avenue North	Cheng S Lor
6106 Aldrich Avenue North	Home Sfr Borrower LLC
6337 Bryant Avenue North	Park Ave Homes LLC
6424 Girard Avenue North	LIVEWELL HOME CARE LLC
RENEWAL (TYPE III – one-year license)	
7015 Brooklyn Boulevard	Willow Lane Estates LLC | Nicollet Flats, LLC
2406 Ericon Drive Brummer	G B Homes LLC | Crystal Clear Investment, LLC | C/O Realty | Crystal Brummer
2806 65th Avenue North	A-jelil Abdella & N Said
2913 Nash Road	Godiva Properties LLC 5715
Emerson Avenue North	J And M Homes Ii LLC
5755 Humboldt Avenue North	Toan Thanh Truong

6131 Bryant Avenue North	Jun Wang & Jinxiu Wang
7024 Morgan Avenue North	Mcclure Properties LLC
RENEWAL (TYPE II – two-year license)	
1612 69th Avenue North	Prosperous Property LLC
4522 Kathrene Drive	Ejimadu Properties LLC
4912 Zenith Avenue North	Ez-2013a LLC
5306 Penn Avenue North	Sweet Home LLC
6014 Girard Avenue North	Rifive Investments LLC | Maurice & Danielle McCarter
6230 Quail Avenue North	Kurt Templin & Mary Templin
6718 Colfax Avenue North	Fyr Sfr Borrower LLC
RENEWAL (TYPE I – three-year license)	
1425 55th Avenue North	Trung C Duong
6615 Camden Drive	Johnson Organization Inc.
SIGNHANGERS LICENSE	
Imaginality Designs LLC	822 Decatur Avenue North Golden Valley, MN 55427
Indigo Signworks, Inc	4133 Iowa Street, Suite 100 Alexandria, MN 56308
SPECIAL EVENTS LICENSE	
National MS Society 2022 Bike MS: Twin Cities Ride	East Palmer Lake Park 2800 69th Avenue North Brooklyn Center, MN 55430

6c. RESOLUTION NO. 2022-54; APPROVING THE PARTICIPATION OF THE HENNEPIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY IN AN AFFORDABLE HOUSING PROJECT

6d. RESOLUTION NO. 2022-55; RECOGNIZING MAY 15 THROUGH May 21, 2022, AS POLICE WEEK AND PEACE OFFICER MEMORIAL DAY

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

7a. PRESENTATION ON THREE RIVER'S PARK DISTRICT'S PARKS TO PEOPLE MASTER PLAN

Jonathan Fleming, Associate Superintendent for Planning and Design with Three Rivers Park District, explained he was there to discuss the Parks to People Master Plan and gauge the Council's support of the plans.

Mr. Fleming explained the Three Rivers District was created in 1957 and concludes various parts of Hennepin County. 1957 was the beginning of the first epoch, which included securing land for large park reserves for about 20 years. In the 1970s, the agency realized there was great land around them, and they developed a solid system of regional parks. From there, Three Rivers made an effort to create the Regional Trail Network.

Mr. Fleming stated the fourth epoch is the Parks to People movement. Three Rivers want to focus on BIPOC communities, low-income families, new immigrants, people over age 75, and people with disabilities. The first ring of suburbs has low access to regional parks.

Mr. Fleming noted Three Rivers will lead a Master Plan process to identify and implement desired facilities, programs, mini-parks, and other projects that best meet the needs of the residents and the cities. Planning will involve robust community engagement efforts to identify needs. The Master Plan allows state and regional funding for implementation.

Mr. Fleming added Three Rivers Park wants the assistance of the City. They are not looking for a financial commitment, but they would like a Staff member to be designated as part of the Master planning team. There will likely be six or so team meetings and assistance needed to help coordinate outreach with community members. Mr. Fleming introduced Dan Freeman, the Parks Commissioner for District Three which includes Brooklyn Center.

Mayor Elliott noted there are about $1 million in funds set aside. He asked if the plan includes compensation for participants. Mr. Fleming stated they would consider compensation if that gets more participation. Mayor Elliott stated it is very advised to compensate participants. There are many valuable opinions on Brooklyn Center, and they should be compensated for their expertise.

Councilmember Lawrence-Anderson noted the City recently took a Monarch Pledge. She asked if Three Rivers Park has a similar program and if butterfly-friendly gardens are incorporated. Mr. Fleming stated they have a natural resources department, and they have experts on monarchs and other bugs. They would be glad to share that knowledge with the City.

Councilmember Ryan stated he is excited about being engaged in the Master Plan process. He noted Three Rivers has done a lot of work in habitat preservation.

Councilmember Graves thanked Mr. Fleming for the presentation. She noted her appreciation of the public exercise equipment. She stated she recently attended a northwest tourism meeting, and that would be a good group to connect with. She added the City has a Hmong farmer's market

and community garden that could be utilized in the plan. They could work with the Youth Council to include young voices in the process.

8. PUBLIC HEARINGS

None.

9. PLANNING COMMISSION ITEMS

None.

10. COUNCIL CONSIDERATION ITEMS

10a. 5421 TWIN LAKE BOULEVARD EAST RENTAL LICENSE

City Manager Reggie Edwards introduced the topic and invited Community Development Director Meg Beekman to present.

Mayor Elliott asked if the owner of the property was in attendance and if the owner of the property has been engaged. Ms. Beekman stated the property owner has been spoken with as Staff was informed of the item late in the day.

Ms. Beekman stated the property in question was notified on March 2, 2022, about a rental license. A rental license is not specifically needed for Airbnbs, but properties that have people staying in them other than the owner require a rental license when there is compensation. Brooklyn Center's policy is very similar to Minneapolis' in terms of rentals and Airbnbs.

Ms. Beekman stated the applicant submitted a rental application on March 8, 2022. The application is being processed by Staff. The property does meet all current ordinances.

City Attorney Jason Hill stated there is not a specific ordinance regarding Airbnbs, but the Council can direct Staff to develop policy in the future. However, the property is currently in compliance with all ordinances.

Councilmember Graves asked what their Ordinances may be missing that could apply to short-term rentals. Ms. Beekman stated Staff would need to do more research on the legal nuances of treating different rental properties differently. The current Ordinance does not limit family size or address occupancy. Family size is very nuanced.

Councilmember Graves noted the current property is in compliance with the Ordinance, and they should be able to go through the same application and consideration process.

Mr. Hill noted the audio was in and out again.

Councilmember Ryan stated rental licenses have been up for a vote in the past, but his understanding is the Council does not have the authority to refuse a rental license if they comply

with the Ordinance. Mr. Hill confirmed that was correct. Councilmember Ryan stated the Council cannot vote against their Ordinance.

Councilmember Lawrence-Anderson agreed they need to approve the license as it complies with their Ordinance. The property owner applied for a six-month license, so the Council and Staff have six months to confer with the property owner. She noted it would be important to know if the property owner has communicated the presence Airbnb with the neighbors. Also, they should ensure there are proper egress windows.

Councilmember Graves stated they don't need to necessarily make another Ordinance. However, Staff should review the Ordinance to see if they are lacking anything to address Airbnbs or short-term rentals. There shouldn't be a prohibition on how people choose to use their properties. The Council had a previous conversation about rentals in single-family homes and she doesn't want to have that discussion again.

Mayor Elliott asked if the current policy aligns with Minneapolis' policy. Ms. Beekman confirmed Brooklyn Center's Ordinance is in line with Minneapolis. If someone does not live in a property and allows someone else to stay there, there is a requirement for a rental license.

Councilmember Ryan stated Airbnbs could result in nuisances and a policy to address Airbnbs specifically could be important for the Council to consider. Mayor Elliott agreed.

Councilmember Ryan moved and Councilmember Graves seconded to approve the Type 4 Rental license at 5421 Twin Lake Boulevard East.

Motion passed unanimously.

11. COUNCIL REPORT

Councilmember Graves stated there was a request by the Council during the retreat to allow time for Council Report. She noted she went to the Northwest Tourism meeting and saw many community members present. They are doing a good job engaging the community in the process.

Councilmember Ryan noted he attended a meeting with Northwest Tourism. They are trying to create a cooperative arrangement with Brooklyn Park. He is awaiting recommendations from the Staff, but it seems like a constructive move on their part.

Councilmember Graves added the Council attended a retreat that past weekend.

Mayor Elliott noted he led a meeting for the Implementation Committee that weekend.

12. ADJOURNMENT

(36:00 CCX) President Elliott moved and Councilmember Graves seconded the adjournment of the City Council meeting at 8:09 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Alix Bentrud, Deputy City Clerk

SUBJECT: Approval of Licenses

Requested Council Action:

- *Motion to approve the licenses as presented.*

Background:

The following businesses/persons have applied for City licenses as noted. Each business/person has fulfilled the requirements of the City Ordinance governing respective licenses, submitted appropriate applications, and paid proper fees. Applicants for rental dwelling licenses are in compliance with Chapter 12 of the City Code of Ordinances, unless comments are noted below the property address on the attached rental report.

Mechanical Licenses

Anderson's Residential Heating & A/C	1628 County Rd #34 Spring Lake Park 55432
Avid Heating & Cooling	7700 County Road 110 W Minnetrista 55364
Bartylla Plumbing & Heating Inc	15657 Forest Blvd N. Hugo 55038
JCX Heating and Cooling LLC	5912 Washburn Ave N Brooklyn Center 55430
Major Mechanical LLC	7601 Northland Drive N #110 Brooklyn Park 55428
Marsh Heating & A/C	6248 Lakeland Ave N Brooklyn Park 55428
Mcquillan Bros Plbg & Htg	1711 Highway 36 E Maplewood 55109
Myles Mechanical	17522 Corcord Dr Ham Lake 55304
Precision Plumbing, Inc.	12255 43rd St. NE St. Michael 55376
Professional Mechanical Services	19640 200th Ave NW, Suite 9 Big Lake 55309
Sabre Plumbing, Heating & A/C	15535 Medina Rd Plymouth 55447

Tiger Plumbing Heating & Air	12448 Plaza Dr Eden Prairie 55344
United Heating & A/C Inc	PO Box 17 Hamel 55340

Signhangers License

Archetype Signmakers, Inc.	9611 James Ave S. Bloomington 55431

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	3/16/2021	Backup Material

Property Code and Nuisance Violations Criteria		
License Category (Based on Property Code Only)	**Number of Units**	**Property Code Violations per Inspected Unit**
Type I – 3 Year	1-2 units	0-2
	3+ units	0-0.75
Type II – 2 Year	1-2 units	Greater than 2 but not more than 5
	3+ units	Greater than 0.75 but not more than 1.5
Type III – 1 Year	1-2 units	Greater than 5 but not more than 9
	3+ units	Greater than 1.5 but not more than 3
Type IV – 6 Months	1-2 units	Greater than 9
	3+ units	Greater than 3

b. Police Service Calls.

Police call rates will be based on the average number of valid police calls per unit per year. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911, and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft and arson.

Calls will not be counted for purposes of determining licensing categories where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

License Category	**Number of Units**	**Validated Calls for Disorderly Conduct Service & Part I Crimes** (Calls Per Unit/Year)
No Category Impact	1-2	0-1
	3-4 units	0-0.25
	5 or more units	0-0.35
Decrease 1 Category	1-2	Greater than 1 but not more than 3
	3-4 units	Greater than 0.25 but not more than 1
	5 or more units	Greater than 0.35 but not more than 0.50
Decrease 2 Categories	1-2	Greater than 3
	3-4 units	Greater than 1
	5 or more units	Greater than 0.50

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Andy Splinter, Finance Director

SUBJECT: Resolution Adopting Amendments to the Financial Policies Section of the Brooklyn Center City Council Code of Policies for Uniform Guidance for Federal Programs

Requested Council Action:

- motion to adopt of an amendment to the City's Financial Policies to include Uniform Guidance on Federal Programs.

Background:

Staff has reviewed sample Uniform Guidance provided by the City's auditors MMKR in conjunction with the City's 2021 audit. The City received a finding during that audit for not having similar procedures adopted that relate specifically to the spending of Federal Program dollars.

The City has implemented the new federal purchasing procedures which follow:

Acquisitions for micro-purchases (below $25,000 or below $2,000 for construction subject to the Davis Bacon Act) may be awarded without soliciting bids if the City considers the price to be reasonable.

Procurements for small purchases (less than $175,000 - Minn. Stat. § 471.345), in which case quotations must be obtained from an adequate number of sources. Procurements made by sealed bid should be made to the lowest responsible (not necessarily the lowest bidder).

Procurements made by competitive proposal must have standards to evaluate the selected recipient. Procurement made by non-competitive proposals (to one vendor) may be used only if one of the following applies a) the item is available from a single source,
b) an emergency exists
c) the Federal agency expressly authorizes non-competitive proposals, or
d) competition is seen as inadequate after solicitation to several vendors.

Budget Issues:

None, only applies to expenditures of Federal Funds

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Resident Economic Stability, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Resolution adopting Uniform Guidance on Federal Programs	5/16/2022	Resolution Letter
Uniform Guidance for Federal Programs Policy	5/16/2022	Exhibit

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING AMENDMENTS TO THE FINANCIAL POLICIES SECTION OF THE BROOKLYN CENTER CITY COUNCIL CODE OF POLICIES FOR FEDERAL UNIFORM GUIDANCE

WHEREAS, the City's auditors, MMKR, have provided sample uniform guidance for inclusion in our Financial Policies and;

WHEREAS, revisions to the City's Financial Policies have been reviewed by staff and City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota that the Uniform Guidance for Federal Programs hereto as Exhibit 1 be incorporated into the Code of Policies and hereby adopted.

May 23, 2022 _____
Date

_____
Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

OVERVIEW

Purpose – This manual has been prepared to document the policies and procedures for the administration of federal awards of the City of Brooklyn Center ("City"). The Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) requires all recipients and sub-recipients of federal funds to establish and maintain internal controls designed to reasonable ensure compliance with Federal laws, regulations and program compliance requirements. Written policies and procedures are part of the necessary internal controls and are required as a precondition to receiving federal funds. These policies and procedures are intended to be sufficiently comprehensive to adequately meet such requirements. However, in no case are these policies and procedures intended to supersede or limit Federal or State laws or regulations, or the provisions of individual grant agreements.

Hierarchy of Authority – In the event that conflicting guidance on the administration of federal awards is available, the City has deemed federal guidance to be most authoritative, followed by other state or local agencies.

Revisions – Guidance provided by the Federal government through the OMB UG Compliance Supplement are expected to be updated each year. Such updates are considered by the City as they become available and policies and procedures will be revised accordingly.

Compliance Failures – Compliances failures, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to encourage compliance in the future.

General Accounting and Financial Management

It is the policy of the City to comply with all statutory, regulatory, and contractual requirements in the conduct of, and accounting for, its financial operations. The official books of record for the City will be maintained subject to the following provisions:

1. The City will account for its operations in accordance with the Generally Accepted Accounting Principles (GAAP) applicable to local units of government.

2. The City will comply with the Super Circular issued by the Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

3. The City will comply with all contractual requirements detailed in its duly executed grant agreements with awarding agencies.

4. The City will contract annually with an independent CPA firm for the purposes of conducting the City's external financial audit. To the extent that the City has expended federal awards in excess of the applicable single audit limit (currently 750,000), the City will have a single audit performed in accordance with OMB UG.

5. To ensure continuing compliance with all applicable accounting requirements, the City may, at its discretion, contract with a CPA firm to provide internal auditing and/or consulting services.

6. The Finance Director shall be responsible for the maintenance of all accounting and financial records (including journals, timesheets, bank statements, audit reports and similar documents). Such records shall be retained as required by contractual or regulatory requirements. The City has adopted the state's records retention schedule as its official guide for records storage, filing and destruction.

7. The City and employees are required to comply with the City's conflict of interest procedures and report any potential conflicts of interest to their managers. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such violations may result in appropriate discipline.

8. The City will request prior approval from Federal agencies or pass-through entities for program or budget changes.

9. The City has implemented the new federal purchasing procedures which follow: acquisitions for micro-purchases (below $25,000 or below $2,000 for construction subject to the Davis Bacon Act) may be awarded without soliciting bids if the City considers the price to be reasonable. Procurements for small purchases (less than $175,000 - Minn. Stat. § 471.345), in which case quotations must be obtained from an adequate number of sources. Procurements made by sealed bid should be made to the lowest responsible (not necessarily the lowest bidder). Procurements made by competitive proposal must have standards to evaluate the selected recipient. Procurement made by non-competitive proposals (to one vendor) may be used only if one of the following applies a) the item is available from a single source, b) an emergency exists c) the Federal agency expressly authorizes non-competitive proposals, or d) competition is seen as inadequate after solicitation to several vendors.

10. Other procurement procedures include: contractors who develop or draft specifications for bids are precluded from bidding on them. The City must maintain oversight so that contractors perform work as bid. Multiple provisions must be included in contracts (see Appendix II of grant procurement guidelines of super circular procedures). The City must verify to http://www.sam.gov/ if contract is $25,000 or more to review if on the suspended and debarred list for federal grants.

11. Procedures for inventory of federal capital purchases will be maintained by the Finance Department, with the help of the Engineer, and all items will be tracked annually. See Equipment and Real Property Management for further procedures.

12. The Finance Director (or designee) or the City Administrator are required to certify expenditures.

Purchasing and Procurement

It is the policy of the City to ensure that all disbursements of City funds are properly reviewed and authorized, and consistent with sound financial management principles, and made in compliance with all applicable federal, state and local laws. In order to meet these objectives, all disbursements of City funds shall be subject to the following provisions, to the extent that they do not conflict with or contradict with any specific federal, state or local law or council policies (the most specific or restrictive law, policy or procedure will be followed):

1. Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the City for all employees, officers or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the City to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.

2. The City avoids the acquisition of unnecessary or duplicative items. Additionally, the City considers consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, the City makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach.

3. To foster greater economy and efficiency, the City enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. This includes cooperative purchasing agreements where practical and beneficial. Depending on the purchase requested, the City may purchase it from a cooperative or inter-local agreement if the price is competitive and the goods or service are needed in a timely manner. The Finance Director and the City Manager will make this determination.

4. The City awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The City considers such matters as contractor integrity and business ethics, compliance with public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources.

5. The City will award a contract to a contractor who has the appropriate experience, expertise, qualifications and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until he or she submits invoices for payment to the City as work is completed. Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work.

6. Debarment and Suspension: The City will not subcontract with or award subgrants to any person orcompany who is debarred or suspended from receiving federal funds. The Finance Director, or designee thereof, is required to

check for excluded parties at the System for Award Management (SAM) website before any procurement transaction paid with federal funds. This list is located at: http://www.sam.gov/.

7. All procurement transactions paid with federal funds are conducted in a manner providing full and open competition. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects. In accordance with 2 CFR 200.322, preference is given for goods, products and materials produced in the United States.

8. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals RFPs) are excluded from competing for such procurements. The City does not engage in the following situations that may restrict full and open competition, including but not limited to:

a. Placing unreasonable requirements on firms for them to qualify to do business.
b. Requiring unnecessary experience and excessive bonding.
c. Noncompetitive pricing practices between firms or between affiliated companies.
d. Noncompetitive contracts to consultants that are on retainer contracts.
e. Organizational conflicts of interest.
f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
g. Any arbitrary action in the procurement process.
h. The City conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

9. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if possible.

10. The City will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the City conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of $175000.

11. The City takes all necessary affirmative steps to assure that minority businesses and women's business enterprises, and labor surplus area firms are used when possible. To accomplish this, the City uses the following required affirmative steps:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
b. Assuring that small and minoritybusiness, and women's business enterprises are solicited whenever they are potential sources.
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

12. Federal methods provide for procurement by micro-purchase. Micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $25,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

13. Small purchase procedures may be used in those relatively simple and informal procurement methodsfor securing nonprofessional services, supplies, or other property that do not cost more than $175,000.

14. Sealed bids ($175,000, formal advertising, price is a major factor). Requirements for sealed bids:

a. The invitation for bids will be publicly advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.
c. All bids will be publicly opened at the time and place prescribed in the invitation for bid.
d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
e. Any or all bids may be rejected if there is a sound documented reason.
f. Competitive proposal (> $175,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods). Requirement for competitive proposal procedures:
g. Requests for proposals must be publicized requests and identify all evaluation factors and their relative importance.
h. Proposals must be solicited from an adequate number of qualified sources.
i. The organization must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
j. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program.
k. The organization may only use qualification-based methods, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, in the procurement of architectural/engineering professional services.

15. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:

a. The item is available only from a single source. This must be documented.
b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
c. Any Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City.
d. After solicitation of several sources, competition is determined inadequate.

16. Time and materials type contract means a contract whose cost to the City is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.

a. The City may use a time and materials type contract paid with federal funds in accordance with the above only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.

17. The City ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City accomplishes this by conducting internet searches, including using vendor searches and by using other less technologically-advanced tools to locate and identify potential contractors. Federal guidelines are followed regarding the number of bids required.

18. The City requires that construction or facility improvement contracts, or subcontracts exceeding $175,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

Note: The City's purchasing policy does not apply to procurement by contractors or subcontractors on projects, federally supported or otherwise.

Payroll and Timekeeping

The following provisions apply to the payment of employees and recording of time and effort (as required) in accordance with OMB UG:

1. The payroll records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated including:

   a. The total number of hours worked each day.
   b. The use of any holiday, personal, vacation, sick or other approved time off with pay.
   c. The total number of hours to be paid.
   d. The allocation of those hours to each program or department for which work was performed, when necessary.
   e. The dated signature or electronic signature of the employee and supervisor for each payroll period.

2. Be incorporated into the City's official records.
3. Reasonably reflect the total activity for which the employee is compensated.
4. Encompass federally-assisted and all other compensated activities by the City on an integrated basis but may use subsidiary records.
5. Support the distribution of the employee's salary or wages among specific activities if the employee works in more than one area.
6. Budget estimates are not an allowable form of allocation, but may be used in the interim if:

   a. The system for establishing estimates provides reasonable approximations.
   b. Significant work changes are entered into the system in a timely manner.
   c. The City's internal controls include review of after-the-fact interim charges.

7. Salaried employees charged to a federal grant will document time and effort as outlined in paragraph 1 above. The time must also be supported by records indicating the total number of hours worked each day.

It is the responsibility of the employee being charged to a federal award(s) to clarify documentation requirements with the City Manager or Finance Director and provide appropriate documentation to the Payroll Specialist as it becomes available. The employee should retain a copy of the documentation for his/her personal records. If an after-the-fact correction is necessary to an employee's timesheet due to errors in the allocation of time worked, such corrections must be submitted to the Finance Director and approved in writing by both the employee and his/her supervisor.

Certifications should never be signed prior to the end date of the payroll period being certified. Each certification should be provided to the Finance Department when available. Employees should retain a copy of the certifications for his/her personal records.

Grant Administration

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

Grant Development, Application, and Approval

1. Legislative Approval – The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by "an individual authorized by the legislative body", then City Council approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the City Manager or designee may, at his or her discretion, approve grant applications.

2. Matching Funds – Grants that require cash local matches must be coordinated through the Finance Department. At a minimum, funds must be identified within the existing budget to provide the match, or a budget amendment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted.
In all cases involving matching funds, the grant applicant should contact the Finance Department to determine the strategy for securing matching funds. Refer to the section within this manual titled "Matching, Level of Effort and Earmarking" for additional information on compliance with the provisions of the OMB UG Compliance Supplement.

3. Grant Budgets – Most grants require the submission of an expenditure budget. The Finance Director will review this portion of the grant request prior to submission. Frequently, a technical review will discover inconsistencies in the calculations, cost centers that might have been overlooked, or identify reimbursable expenses of which program staff may not be aware—particularly in the area of indirect costs.

Grant Program Implementation

1. Notification and Acceptance of an Award – Official notification of a grant award is typically sent by a funding agency to the program director and/or other official designated in the original grant proposal. However, the authorization to spend grant funds is derived from the City Council through the approval of a grant budget. Such notification should also be directed to the Finance Department.

2. Establishment of Accounts – The department that obtained the grant will provide the Finance Director with information needed to establish revenue and expense accounts for the project, as well as a project code for tracking purposes. Ordinarily, this information will include a copy of a summary of the project and detail of the full project budget.

3. Purchasing Guidelines – All other City purchasing guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork and bidding requirements as well as normal staff approvals apply. When in doubt, the program director should contact the Finance Director for further assistance.

Financial and Budgetary Compliance

1. Monitoring Grant Funds – Departments may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures and budgetary compliance, at the grant level. The Finance Director maintains all this information in financial software system as well; this is considered to be the City's "official" accounting system by the granting agencies. Program Directors are strongly encouraged to use financial software reports provided by the Finance Department for their grant tracking.

If any "off-system" accounting records are maintained, it is the responsibility of the Program Director to ensure that the program's internal records agree to the City's accounting system.

2. Fiscal Years – Occasionally, the fiscal year for the granting agency will not coincide with the City's fiscal year. This may require adjustments to the City's internal budget accounts and interim financial reports as well as special handling during fiscal year-end close. It is the responsibility of the Program Director to bring such discrepancies to the attention of the Finance Department at the time the grant accounts are established.

3. Grant Budgets –The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the Program Director be authorized to exceed the total budget authority provided by the grant.

If grant funds have not been totally expended by fiscal year-end, it is the responsibility of the Program Director to notify the Finance Director that budget funds need to be carried forward to the new fiscal year, and to confirm the amounts of such carryforwards.

Carry-forwards of grant funds will be subjected to maximum allowable amounts/percentages based on the grant award agreement and/or the OMB UG Compliance Supplement.

4. Capital Assets – The City is responsible for maintaining an inventory of assets purchased with grant funds. The City is accountable for them and must make them physically available for inspection during any audit. The City Council must approve of any sale of these assets. Customarily, the proceeds of the sale can only be used on the grant program that purchased them. (Refer to the specific regulations governing the original grant).

The Finance Director will coordinate this grant requirement. All transactions that involve the acquisition or disposal of grant funded capital assets must be immediately brought to the attention of the Finance Director. Refer to the City's capital assets procedures and the section of this manual titled Equipment and Real Property Management for additional information.

Record Keeping

1. Audit Work-papers – The City's external auditors audit all grants at the end of each fiscal year. The Finance Director will prepare the required audit work papers. Program Directors may be asked to assist in this process, if necessary.

2. Record Keeping Requirements – Grant record keeping requirements may vary substantially from one granting agency to another. Consequently, a clear understanding of these grant requirements at the beginning of the grant process is vital. The Finance Department will maintain copies of all grant draw requests and approved grant agreements (including budgets). The Program Director should maintain all other records.

Other Guidelines

Specific information on policies and procedures related to compliance with the provisions of the OMB UG Compliance Supplement have been addressed later in this manual and should be considered along with the information in this section.

Year-end Closing and Reporting

The following provisions will govern the year-end close-out process of the City for purposes of external financial reporting:

1. To the extent that the City is required to have a single audit completed in accordance with OMB UG, the City will accumulate the information necessary to prepare a Schedule of Expenditures of Federal Awards ("SEFA") in accordance with federal and state requirements. This schedule will be characterized as follows:

a. The schedule will include all federal financial assistance, including: grants, contracts, property, loans, loan guarantees, interest subsidies, cooperative agreements, insurance or directappropriations. Amounts will be reported whether received directly from the Federal government or via a passthrough entity (in the event that the City is determined to be a subrecipient and not a vendor).
b. The schedule will be prepared on the same basis of accounting as the related financial statements.
c. Federal awards will be grouped based on Federal awarding agency. Each federal award with current expenditures will be listed along with its Assistance Listing Number, pass-through grantor name (if applicable) and award/pass-through grantor number (if applicable). Such information will agree to the award documentation.
d. If the Assistance Listing Number of a federal award cannot be reasonably determined, it shall be reported in the schedule using the two-digit prefix for the related Federal agency, followed by "UNKNOWN".
e. To the extent that amounts are passed-through to sub-recipients, a schedule of federal awards provided to sub-recipients will be prepared.
f. In addition to current year expenditures, the schedule will list approved award/grant amount, accrued/deferred revenue at the beginning of the year, current year cash received, current year actual expenditures, and accrued/deferred revenue at the end of the year. If expenditures were incurred relative to this award in the prior year(s), this amount should be disclosed as memorandum- only.
g. Any adjustments to prior year awards, expenditures, and balances including transfersbetween grants) will be disclosed in the footnotes to the schedule.
h. Accrued/deferred revenue in the schedule shall agree to the amounts recorded asreceivable/deferrals in the related financial statements.
i. To the extent that a separate line item is included in the financial statements for federal revenue, this amount shall agree to expenditures in the schedule. Any reconciling items will be disclosed in the footnotes to the schedule.

Additional Federal Awards Compliance Requirements

A number of the federal awards received by the City are passed-through the State of Minnesota. Management will consider both the OMB UG Compliance Supplement and any applicable compliance requirements as set forth by the State of Minnesota.

General Information

Source of Information – Each year the Federal government (Office of Management and Budget) issues a comprehensive document on the compliance requirements each grant recipient is obligated to follow in general terms, along with program-specific guidance on various grant awards. There are 12 compliance requirements identified, each of which is considered individually in this manual.

The following pages document the policies and procedures of the City related to compliance with such procedures, as applicable. In each year that the City is subject to a single audit, applicable compliance requirements are expected to be tested in detail by the City's independent auditors.

Objectives – The objectives of most compliance requirements are generic in nature. While the criteria for each program may vary, the main objective of the compliance requirement is relatively consistent across all programs. As such, the policies and procedures of the City have been based on the generic sense of the compliance requirement. For selected compliance requirements, this manual addresses the specific regulations applicable to individual grants. This is not intended to imply that a program is not subject to such policies if it is not specifically mentioned here. It is the intention of the City that all federal awards are subject to the following policies and procedures. Controls over Compliance – In addition to creating policies and procedures over compliance with provisions of federal awards, the City has implemented internal controls over such compliance, generally in the form of administrative oversight and/or independent review and approval. In order to document these control activities, all independent reviews must be signed/initialed and dated.

Documentation – The City will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the City's independent auditors and/or pass-through grantor agencies, as requested, during the single audit and program audits.

Activities Allowed/Un-allowed and Allowable Costs/Cost Principles

Source of Governing Requirements – The requirements for activities allowed or unallowed are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for allowable costs/cost principles are contained in 2 CFR 200 Subpart E, program legislation, Federal awarding agency regulations, and the terms and conditions or the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. All grant expenditures will follow 2 CFR 200 Subpart E, State law, city policy, and the provisions of the grant award agreement, which will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program.

2. Grant expenditures will be approved by department heads/program managers initially through the purchasing process and again when the bill or invoice is received. This will be evidenced by approval via the City's accounting software. Accounts payable disbursements will not be processed for payment by the Finance Department until necessary approval has been obtained.

3. Payroll costs will be documented in accordance with 2 CFR 200 Subpart E as described in the section of this manual titled Payroll and Timekeeping. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement. When allowable, indirect costs will be charged based on the Cost Allocation Plan of the City.

Cash Management

Source of Governing Requirements – The requirements for cash management are contained in OMB UG 2 CFR 200.302 & 305, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Substantially all the City's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.

2. Cash draws will be initiated by the Finance Director or City Manager who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained and signed/dated.

3. The physical draw of cash will be processed through SWIFT (Minnesota's Statewide Integrated Financial Tools payment system) or through the means prescribed in the grant agreement.

4. Supporting documentation from SWIFT or a copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit purposes.

5. When cash is received in advance or drawn, the City will work to minimize time lapse between transfer of funds and disbursement by the City.

Eligibility

Source of Governing Requirements – The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

1. Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.

Equipment and Real Property Management

Source of Governing Requirements – The requirements for equipment are contained in OMB UG 2 CFR 200.310-316, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

1. All equipment will be used in the program for which it was acquired or, when appropriate and allowable, other federal programs.

2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Finance Director, or designee, will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.

3. Equipment records will be maintained, and an appropriate system shall be used to safeguard equipment. Equipment should be assigned to a program and physical location on the inventory. If such equipment is moved, it will be noted and adjusted in the City's capital assets records.

4. When equipment is no longer needed for a federal program, it may be retained or sold with the Federal agency having a right to a proportionate amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

Procedures for Disposition of Equipment

1. The City will keep, sell or otherwise dispose of the equipment with no further obligation unless disposal requirements are specifically detailed in the grant.

2. A record of the date, reason and method of disposal or sale will be maintained with the equipment inventory. Equipment purchased will be identified and kept in a capital asset listing. An equipment listing shall be maintained that includes the following:

a. Asset number and description of the equipment
b. Location of the equipment
c. Depreciation method & years of expected life
d. Acquisition date
e. Cost of the equipment
f. Equipment classification (land, building, equipment, etc.)
g. Make, Model, & Serial number or other identification number
h. Vendor and invoice number to purchase equipment
i. Disposition data including date and sale price of the equipment

A physical inventory of the property will be conducted periodically, and the results will be reconciled with the capital asset listing. A control system will be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft will be investigated.

Maintenance procedures are in place to keep the equipment in good condition.

Matching, Level of Effort and Earmarking

Source of Governing Requirements – The requirements for matching are contained in OMB UG 2 CFR 200.306, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The City defines “matching”, “level of effort”, and “earmarking” consistent with the definitions of the OMB UG Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually nonfederal) or a specified amount or percentage of match federal awards. Matching may be in the form of allowable costs incurred or in-kind contributions (including third-party inkind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-federal or federal sources for specified activities to be maintained from period to period, and (c) federal funds to supplement and not supplant non-federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount of percentage of the program’s funding that must/may be used for specified activities, including funds provided to sub-recipients. Earmarking may also be specified in relation to the types of participants covered.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Compliance with matching, level of effort and earmarking requirements will be the responsibility of the Finance Director.

2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to city administration, auditors, and pass-through or grantor agencies, as requested.

3. Maintenance of effort for grants through the State Minnesota will be determined at the State level.

Period of Performance

Source of Governing Requirements – The requirements for period of performance of federal funds are contained in OMB UG 2 CFR 200.308-309 & 344, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre-approved by the Federal awarding agency or passthrough grantor agency).

2. All obligations will be liquidated not later than 120 days after the end of the funding period (or as specified by program legislation).

3. Compliance with period of performance requirements will initially be assigned to the individual approving the allowability of the expense/payment. This will be subject to review and approval by the Finance Department as part of the payment processing.

Procurement, Suspension and Debarment

Source of Governing Requirements – The requirements for procurement are contained in OMB UG and 2 CFR 180, program legislation, Federal awarding agency regulations and the terms and conditions of the award. The requirements for suspension and debarment are contained in OMB UG and 2 CFR 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; program legislation; Federal awarding agency regulations; and the terms and conditions of the award. In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Purchasing and procurement related to federal grants will be subject to the general policies and procedures of the City (described in the section of this manual titled Purchasing and Procurement).

2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection and the basis of contract price.

3. The Finance Director will be responsible for determining whether the City is entering into a transaction that may be subject to suspension or debarment procedures and executing appropriate oversight and control activities at that time. The Finance Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website: http://www.sam.gov/.

Program Income

Source of Governing Requirements – The requirements for program income are found in OMB UG 2 CFR 200.307, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award.

2. The City will allow program income to be used in one of three methods:
    a. Deducted from outlays
    b. Added to the project budget
    c. Used to meet matching requirements

3. In the absence of specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

4. Program income, when applicable, will be accounted for as a revenue source in the same project code as the federal grant.

Sub-recipient Monitoring

The City will ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and, if any of these data elements change, include the changes in subsequent subaward modification. Required information includes:

1. Federal Award Identification.
    a. Subrecipient name (which must match the name associated with its unique entity identifier);
    b. Subrecipient' s unique entity identifier;
    c. Federal Award Identification Number (FAIN);
    d. Federal Award Date (see §200.39 Federal award date) to the recipient by the Federal agency;
    e. Subaward Period of Performance Start and End Date;
    f. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
    g. Total Amount of Federal Funds Obligated to the subrecipient by the passthrough entity including the current obligation;
    h. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
    i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
    k. Assistance Listing Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing Number at time of disbursement;
    l. Identification of whether the award is R&D; and
    m. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

The City will perform a written risk assessment of each subrecipient, evaluating their risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in 2 CFR 200.332.

The City will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

The City will verify that every subrecipient is audited as required by OMB UG 2 CFR 200 Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold.

Special Tests and Provisions

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. The Finance Director will be assigned the responsibility for identifying financial related compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation. Program-related compliance requirements will be the responsibility of the department administering the grant.

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Approving a Master Partnership Contract Between the Minnesota Department of Transportation and the City of Brooklyn Center

Requested Council Action:

- Motion to approve the resolution for a Master Partnership Contract between the Minnesota Department of Transportation (MnDOT) and the City of Brooklyn Center (City).

Background:

In 2017, the City entered into a five year Master Partnership Contract agreement with MnDOT that is used as the basis for technical assistance and work orders that would be performed by MnDOT for the City. The current agreement expires June 30, 2022, and a new agreement is needed to continue to use MnDOT's services as such. Typical services used by the City include traffic signal operations assistance and materials testing on Municipal State Aid construction projects. These services are essential and needed to support the City's mission. City staff closely works with MnDOT on a case by case basis to monitor any services needed by them.

Budget Issues:

All ongoing assistance is budgeted and paid for under the Traffic Control Fund, Municipal State Aid Fund and individual Capital Improvement Projects.

Inclusive Community Engagement:

N/A

Antiracist/Equity Policy Effect:

N/A

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/16/2022	Cover Memo
Master Partnership Contract	5/16/2022	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING A MASTER PARTNERSHIP CONTRACT BETWEEN THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BROOKLYN CENTER

WHEREAS, the Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02 and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that:

1. The Mayor and City Manager are hereby authorized and directed to enter into a Master Partnership Contract with MnDOT in the name of Brooklyn Center.

2. The proper Mayor and City Manager are authorized to execute such contract and any amendments thereto.

3. That the City Manager and/or the Director of Public Works/City Engineer are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Manager and/or Director of Public Works/City Engineer may execute such work order contracts on behalf of the City of Brooklyn Center without further approval by this City Council within the limits of the City's purchase policy.

May 23, 2022 _____
Date Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

MnDOT Contract Number: 1050130

STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Brooklyn Center City, acting through its City Council, in this contract referred to as the "Other Party."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

1.1. **Effective Date**: This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.

1.2. **Expiration Date**. This Contract will expire on June 30, 2027.

1.3. **Exhibits**. Exhibit A is attached and incorporated into this agreement.

1.4. **Work Order Contracts**. A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

1.5. **Survival of Terms**. The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.

1.6. **Sample Work Order**. A sample work order contract is available upon request from the State.

1.7. **Definition of "Providing Party" and "Requesting Party"**. For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.

2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).

2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.

2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.

2.4. **Payment Basis**. Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

3.1. **Work Order Contracts**: A party may request the other party to perform any of the following services under individual work order contracts.

3.2. **Professional and Technical Services**. A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

3.3. **Roadway Maintenance**. A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.

3.4. **Construction Administration**. A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.

3.5. **Emergency Services**. A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.

3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

4.1. **Terms Applicable to ALL Work Order Contracts**. The terms in this section 4.1 will apply to ALL work order contracts.

4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.

4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.

4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.

4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

4.2. **Additional Terms for Roadway Maintenance**. The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.

4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

4.3. **Additional Terms for Construction Administration**. The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.

4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.

4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.

4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.

4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.

4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.

4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.

4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.

4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.

4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.

4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:

a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.

b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.

c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.

d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.

5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).

5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.

5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

7.1. **Consideration**. The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

7.2. **State's Maximum Obligation**. The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed $500,000.00.

7.3. **Travel Expenses**. It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

7.4.1. **Generally**. The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Other Party**.

a. The Other Party will make payment to the order of the Commissioner of Transportation.

b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.

c. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050130W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. **Payment by the State**.

a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.

10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

11.1. **Assignment**. Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.

11.2. **Amendments**. Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

11.3. **Waiver**. If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. **Contract Complete**. This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices**. The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.

14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights**. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property**.

a. **Notification**. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

b. **Representation**. The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.2. **Covered Contracts and Contractors**. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.3. **Minn. Stat. § 363A.36**. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.4. **Minn. R. Parts 5000.3400-5000.3600**.

15.4.1. **General**. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.4.2. **Disabled Workers**. The Contractor must comply with the following affirmative action requirements for disabled workers:

a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.4.3. **Consequences**. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.4.4. **Certification**. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity**. Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act**. Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

21.1. **Termination by the State for Convenience**. The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience**. The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. **Termination for Insufficient Funding**. The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Title	Description
Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab tes plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associate bituminous plant inspection.
Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffi
Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and medi barriers on bridges. Includes related traffic control.
Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includ or slab overlays and replacements and underside deck delamination. Includes related traffic control.
Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion bolts and replacing seal glands. Includes related traffic control.
Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance
Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code wi with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Projec begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number be with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resour (DNR) use Source Code 2824.
Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the require of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governr Includes related inspection reports and deck condition surveys.
Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Ac that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, box girders. Includes related traffic control.
Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and st removal/grinding. Includes related traffic control.
Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Title	Description
Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab tes plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associate stationary concrete plants or mobile concrete paving plant inspection.
Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings fu by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspe (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in field and offices).
Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffi control.
Elec Comm Eq Rep - Miles	
Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradati densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project relate activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Include miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to th construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the su base map or DTM.
Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect light structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning sys and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Title	Description
Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, ar related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance an weight deflectometer (FWD) testing.
Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the departme gravel sold to contractors and others.
Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ord materials, and picking up equipment. Includes related traffic control.
On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overh sign structures. Includes related cable locates and traffic control. Does not include structural work.
Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technic support. Includes tasks to meet needs external to MnDOT.
Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals mobile equipment. Includes changing cutting edges during event and related traffic control.
Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipm Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list
Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile ra used as fixed base radios as part of the Inter-OP System (Use 3009).
Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipm Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bure Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electr systems. Use for all work performed to correct or repair deficiencies found in a new installation.
Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures an checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Title	Description
Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and app for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct sheer, permea and triaxial tests.
State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road constru project with federal participation.
State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related te services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review o drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to str metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and tec services in the field and offices).
Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tas related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and MnDOT systems, attending staff meetings and other indirect support activities.
Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, f landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning prioritie collecting field data, processing data, and developing new techniques for collection.
Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler inform managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, cam maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic manageme optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. U when providing traffic operations technical assistance external to MnDOT. Use with

Title	Description
Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) i existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp met cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for mainten activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T79
Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, ar channel protection repair that is not part of slope protection. Includes related traffic control.

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Approving Change Order Nos. 8-12, Improvement Project No. 2021-05, Brooklyn Boulevard Corridor Project Phase 2 Improvements

Requested Council Action:

- Motion to approve the attached resolution authorizing Change Order Nos. 8-12 in the amount of $14,011.21 for Improvement Project No. 2021-05, Brooklyn Boulevard Corridor Project Phase 2 Improvements.

Background:

On May 10, 2021, the City Council awarded a Contract to Park Construction Company of Minneapolis, Minnesota for the above referenced improvement. The attached Change Order Nos. 8-12 were necessary during construction of the street and utility improvements for the Brooklyn Boulevard Corridor Project Phase 2 Improvements.

- Change Order 8 in the amount of $3,366.24 is for field adjustments to the proposed storm and watermain lines near the intersection of Brooklyn Blvd and 63rd Ave due to unidentified and unmarked utility lines that were encountered during construction.
- Change Order 9 in the amount of $1,369.24 is for additional grading work and turf establishment in the northeast corner of Brooklyn Blvd and 63th Ave due to the slopes being steeper than 1:3.
- Change Order 10 in the amount of $4,565.73 is for additional pavement messages (directional arrows, stop bars, and crosswalks) that were installed for the winter 2021-22 traffic configuration.
- Change Order 11 in the amount of -$2,000 (deduct) is for reducing the size of the City gateway monument sign at the SE corner of I-694 and Brooklyn Blvd due to FHWA sign size restriction.
- Change Order 12 in the amount of $6,710 is for relocating the temporary security fence outside of the Brooklyn Boulevard construction limits for the active development site at 6000 Brooklyn Blvd (Tri-Plex Development). The developer was originally going to relocate this fence prior to construction in the area, but was unable to complete the relocation with their own forces prior to City Contractor's project work in this area.

Budget Issues:

The original contract amount was $12,222,880.30. Change Orders 1-7, approved by the City Council on October 4, 2021, increased the contract amount to $12,270,997.51.

The attached resolution authorizes Change Order Nos. 8-12 for the project. The total amount of Change Order Nos. 8-12 is $14,011.21 which increases the contract amount to $12,285,008.72.

The total value of Change Order Nos. 1-12 is $62,128.42 which represents an increase of 0.51 percent to the original contract amount. This falls within the contingency amount of $1,222,288.00 that was included in the project budget for items of this nature.

Inclusive Community Engagement:

N/A

Antiracist/Equity Policy Effect:

N/A

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/16/2022	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO._____

RESOLUTION APPROVING CHANGE ORDER NOS. 8-12, IMPROVEMENT PROJECT NO. 2021-05, BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS

WHEREAS, pursuant to a written contract signed with the City of Brooklyn Center, Minnesota, Park Construction Company of Minneapolis, Minnesota, was instructed to complete additional work as itemized on Change Order Nos. 8-12 for Improvement Project No. 2021-05, Brooklyn Boulevard Corridor Project Phase 2 Improvements; and

WHEREAS, Change Order 8 in the amount of $3,366.24 is for field adjustments to the proposed storm and watermain lines near the intersection of Brooklyn Blvd and 63rd Ave due to unidentified and unmarked utility lines that were encountered during construction; and

WHEREAS, Change Order 9 in the amount of $1,369.24 is for additional grading work and turf establishment in the northeast corner of Brooklyn Blvd and 63th Ave due to the slopes being steeper than 1:3; and

WHEREAS, Change Order 10 in the amount of $4,565.73 is for additional pavement messages (directional arrows, stop bars, and crosswalks) that were installed for the winter 2021-22 traffic configuration; and

WHEREAS, Change Order 11 in the amount of -$2,000 (deduct) is for reducing the size of the City gateway monument sign at the SE corner of I-694 and Brooklyn Blvd due to FHWA sign size restriction; and

WHEREAS, Change Order 12 in the amount of $6,710 is for relocating the temporary security fence outside of the Brooklyn Boulevard construction limits for the active development site at 6000 Brooklyn Blvd (Tri-Plex Development); and

WHEREAS, said additional work was not included in the original contract, but was deemed necessary to properly complete the improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that Change Order Nos. 1 through 7 in the amount of $48,117.21 for Improvement No. 2021-05 is hereby approved. The revised contract amount is as follows:

Original Contract Amount	$12,222,880.30
Change Order Nos. 1-7	$ 48,117.21
Change Order Nos. 8-12	$ 14,011.21
Revised Contract Amount	$12,285,008.72

RESOLUTION NO. _____

May 23, 2022 _____
Date

_____
Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

BROOKLYN CENTER HOME RULE CHARTER COMMISSION

May 15th, 2022

Dr. Reggie Edwards
City Manager
City of Brooklyn Center
6301 Shingle Creek Pkwy.
Brooklyn Center, MN 55430

Re: Transmittal of Recommended Amendments to the City Charter

Dear Dr. Edwards:

The purpose of this letter is to transmit to the Brooklyn Center City Council two proposed amendments to the Brooklyn Center City Charter. The enclosed recommended amendments are being forwarded for consideration for adoption by ordinance pursuant to Minnesota Statutes, section 410.12, subdivision 7 and Section VIII(B)(3)(a) of the Charter Commission's Rules of Procedures ("Rules").

The recommended amendments were accepted by a 2/3 affirmative vote of the actual membership (with never less than eight affirmative votes) of the Charter Commission as required by Section VIII(B)(1) of the Rules and are being transmitted as separate recommendations the City Council may act on individually or jointly. The Charter Commission understands the City will draft one or more ordinances as needed to address the recommended amendments and will act on them within the timelines established in Minnesota Statutes, section 410.12, subdivision 7.

Both amendments were the result of recommendations by city staff to streamline city processes and procedures. Please feel free to contact me if there are any questions or if you would like me to provide additional information regarding the Charter Commission's reasons behind the recommended amendments.

Sincerely,

Mark Goodell
Chairperson

Enclosure – Recommended Amendment #1, Recommended Amendment #2

BROOKLYN CENTER HOME RULE CHARTER COMMISSION

RECOMMENDED CHARTER AMENDMENT1

The Brooklyn Center Home Rule Charter Commission hereby transmits the following recommended amendment to the City Charter for consideration and action by the City Council by ordinance pursuant to Minnesota Statutes, section 410.12, subdivision 7.

Recommended Amendment #1

Chapter 6, Section 6.05, of the City Charter of the City of Brooklyn Center is hereby amended by deleting the ~~stricken~~ material and adding the double underlined material as follows:

> Section 6.05. PURCHASES AND CONTRACTS. The City Council shall by resolution establish and maintain a purchasing policy for the City of Brooklyn Center. All contracts, bonds, and instruments of any kind to which the City is a party shall be signed ~~by the Mayor and the City Manager~~ in accordance with the purchasing policy on behalf of the City and shall be executed in the name of the City.

Submitted to the City this 15th day of May 2022.

BY THE CHARTER COMMISSION

_____
Mark Goodell, Chairperson

_____
Kathryn Ellgren, Secretary

BROOKLYN CENTER HOME RULE CHARTER COMMISSION

RECOMMENDED CHARTER AMENDMENT

The Brooklyn Center Home Rule Charter Commission hereby transmits the following recommended amendment to the City Charter for consideration and action by the City Council by ordinance pursuant to Minnesota Statutes, section 410.12, subdivision 7.

Recommended Amendment #2

Chapter 3, Section 3.08, of the City Charter of the City of Brooklyn Center is hereby amended by deleting the ~~stricken~~ material and adding the double underlined material as follows:

> Section 3.08. SIGNING AND PUBLICATION OF ORDINANCES AND RESOLUTIONS. Every ordinance or resolution passed by the Council shall be signed by the Mayor, or Acting Mayor, attested by the City Clerk, within 48 hours, and filed and preserved. Every ordinance shall be published at least once in the official newspaper.

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BY THE CHARTER COMMISSION

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Mark Goodell, Chairperson

_____
Kathryn Ellgren, Secretary

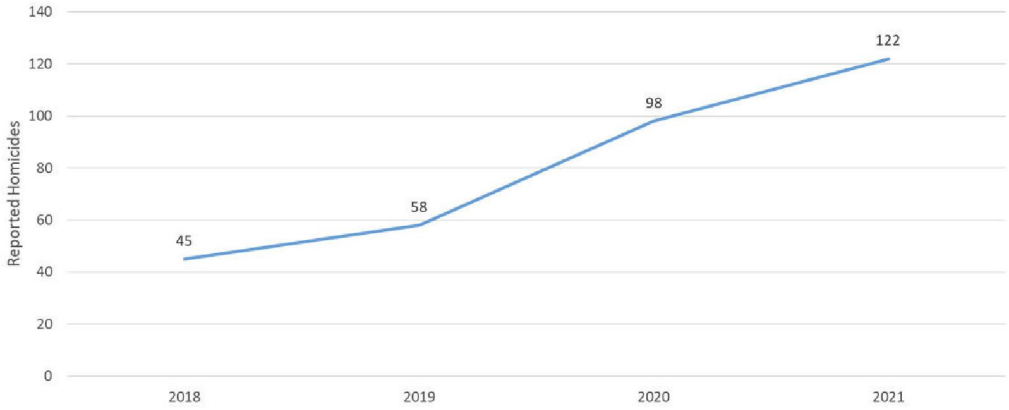
BCPD Staff Numbers

ADMINISTRATION
5
COMMUNITY SERVICES
3
PATROL
25
SERGEANTS
6
RECORDS
4
CSOs/CADETS
9
INVESTIGATIONS
3
PROPERTY
1

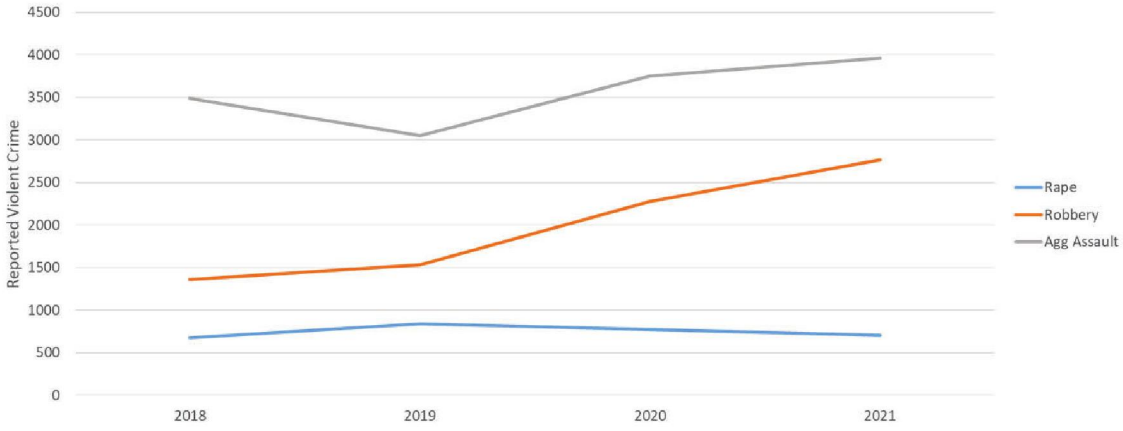
Brooklyn Center Crime Statistics

Council Presentation May 23rd 2022
Tony Gruenig Acting Chief

Hennepin County – Homicides
Since 2018



Hennepin County – Other Violent Crime
Since 2018



3

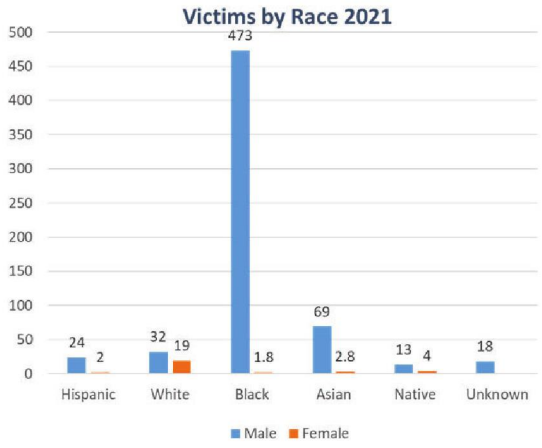
Significant Takeaways

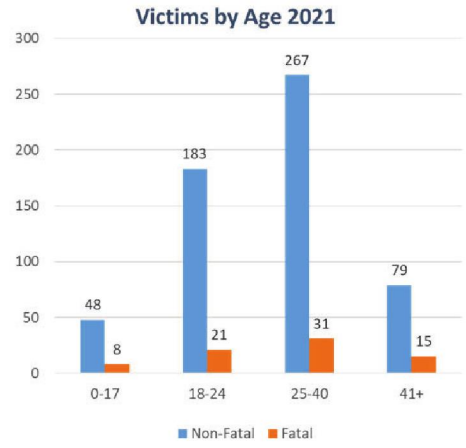
- Murder has increased by **171%** since 2018
- Robbery has increased by **102%** since 2018
- Motor Vehicle Theft has increased by **86%** since 2018

Increased firepower –
fully automatic conversions
with extended magazines.

4

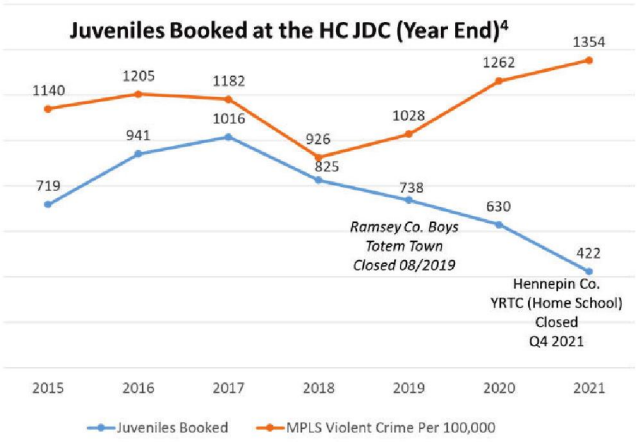
Minneapolis Shooting Victims



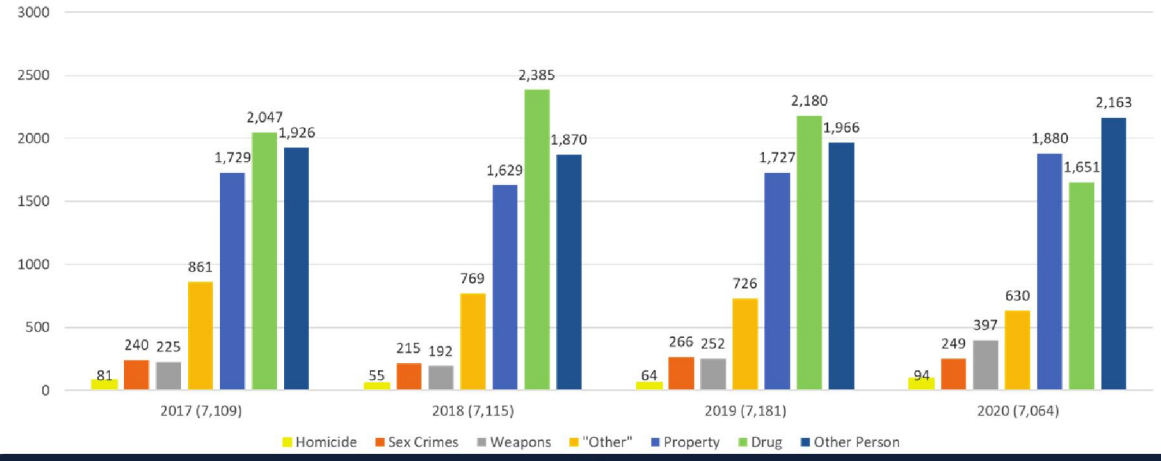


Hennepin County – Juvenile Crime

- Less juvenile offenders are being booked and housed in the Hennepin County Juvenile Detention Center.
- Offenders are frequently being released on home monitoring, diversion programs or released to their parent/guardian.



Hennepin County – Felony Filings per Year
by Felony Type



7

2021 Hennepin County Part I Crime

4Q 2021 (10/1/21 – 12/31/21 compared to 10/1/20 – 12/31/20)

- Violent Crime Summary — **22% Increase**
- Property Crime Summary — **7% Reduction**
- Part I Crime Summary — **6% Increase**

Year-End (1/1/21 – 12/31/21 compared to 1/1/20 – 12/31/20)

- Violent Crime Summary — **10% Increase**
- Property Crime Summary — **7% Reduction**
- Part 1 Crime Summary — **4% Reduction**

8

Hennepin Co. Murder Rate
Per 100k Residents

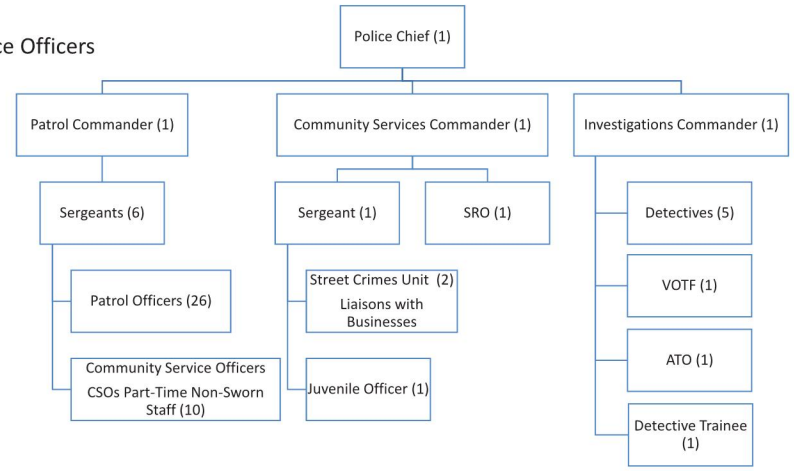
- 1995 9.98
- 2005 4.35
- 2015 4.50
- 2021 9.52

- Belief that there were *significantly* more shootings in 2021 compared to 1995 (Data not available)
- Many advances in life saving emergency medicine from 1995 to 2021
- Minneapolis Census population *2000* (382K) 2020 (429K) + 47K residents
- Hennepin County Census population *2000* (1.118M) 2020 (1.281M) + 101K residents

9

Brooklyn Center Police Department

49 Sworn Peace Officers

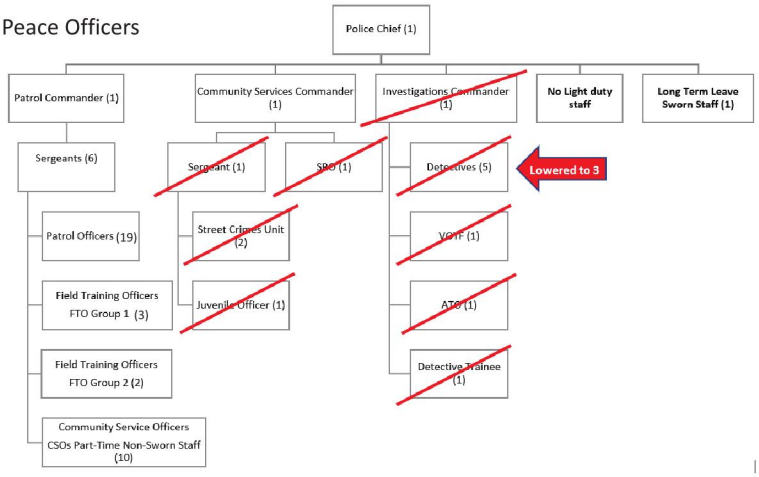


10

Current Staffing Level and Location

As of 5/17/22

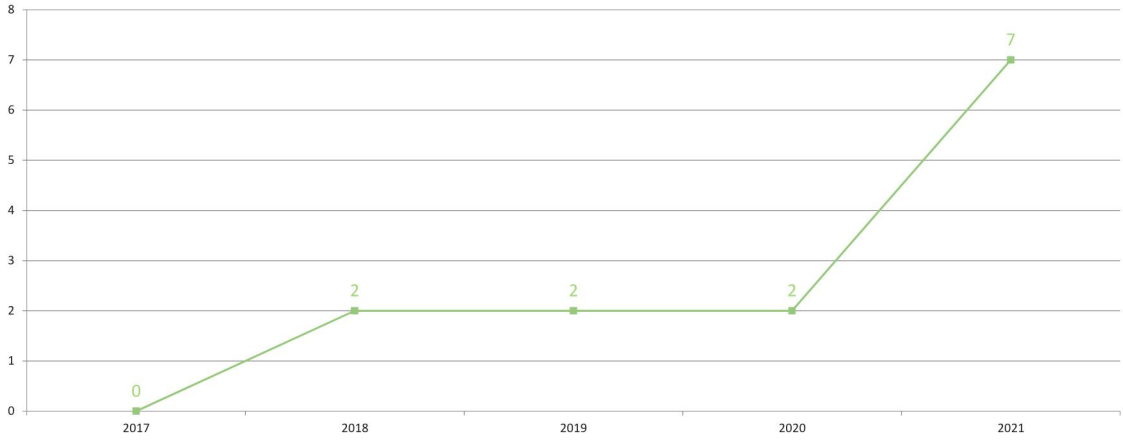
36 Active Sworn Peace Officers



11

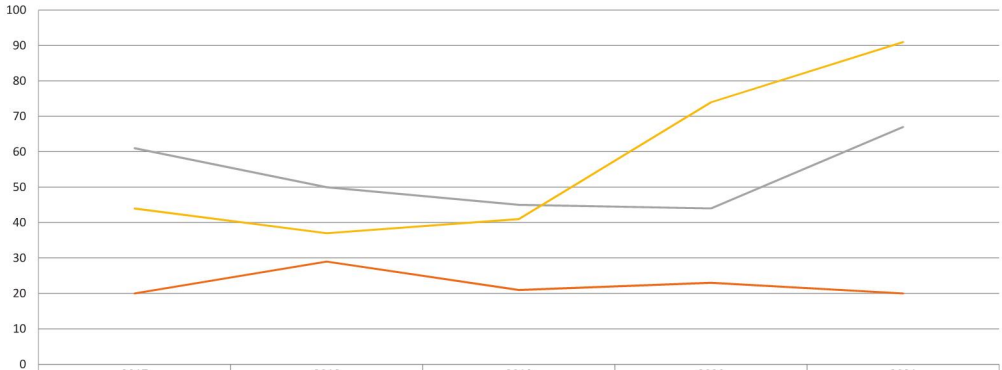
Brooklyn Center – Homicides

Since 2017



12

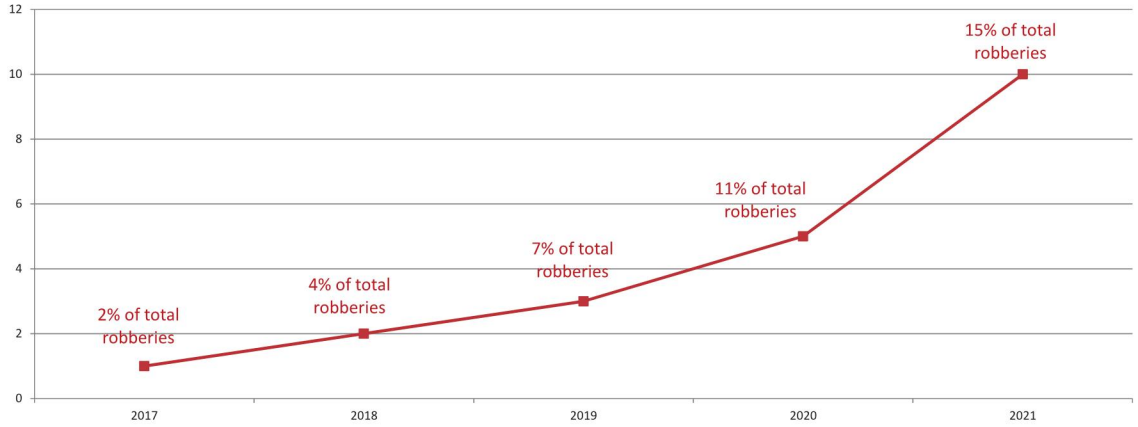
Brooklyn Center – Other Violent Crime
Since 2017



	2017	2018	2019	2020	2021
Rape	20	29	21	23	20
Robbery	61	50	45	44	67
Aggravated Assault	44	37	41	74	91

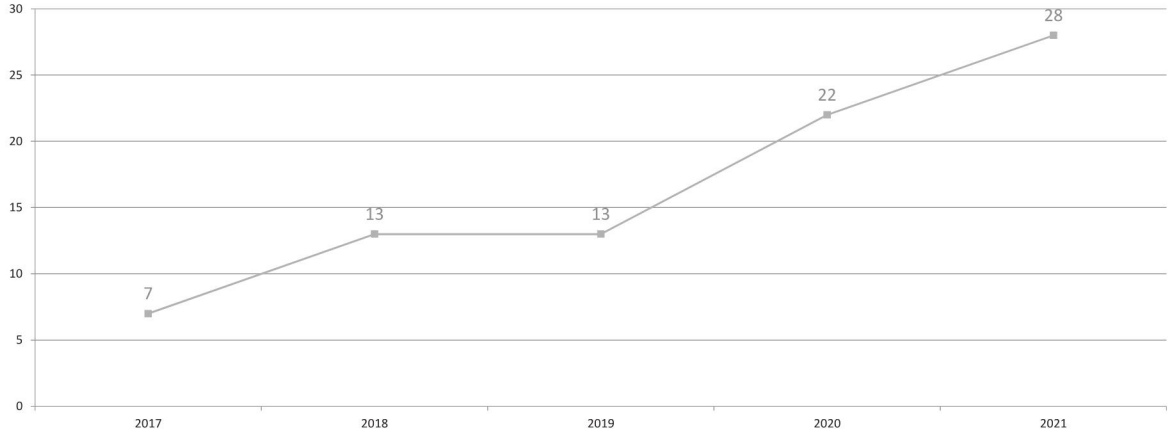
13

Brooklyn Center – Carjacking
Since 2017



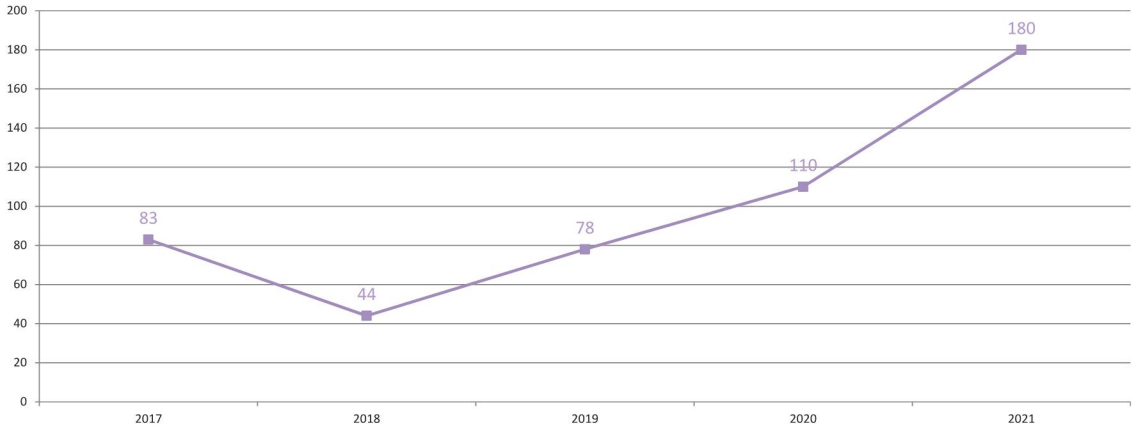
14

Brooklyn Center – Fleeing Police
in a Motor Vehicle Since 2017



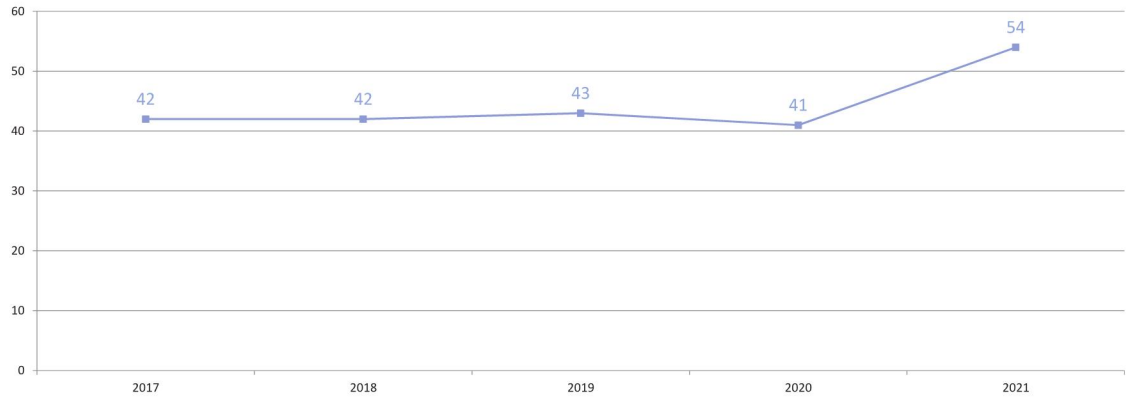
15

Brooklyn Center – Shots Heard Calls
Since 2017



16

Brooklyn Center – Weapons Recovered*
Since 2017



*Includes Facsimile Firearms

17

Brooklyn Center – YTD Comparison & Projected 2022 Totals (2021, 2020 & 2019)

	1/1/22-5/1/22	1/1/21-5/1/21	% Change	1/1/22-5/1/22	1/1/20-5/1/20	% Change	1/1/22-5/1/22	1/1/19-5/1/19	% Change	Projected 2022 Total
Homicide	0	3	-100%	0	0	N/A	0	1	-100%	0
Rape	12	4	200%	12	8	50%	12	3	300%	36
Robbery	25	20	25%	25	13	92%	25	12	108%	75
Aggravated Assault	27	26	4%	27	17	59%	27	20	35%	81
Carjackings	3	3	0%	3	1	200%	3	1	200%	9
Fleeing in a Motor Vehicle	10	15	-33%	10	10	0%	10	6	67%	30
Shots Heard Calls	46	40	15%	46	13	254%	46	20	130%	138
Weapons Recovered	30	18	67%	30	9	233%	30	10	200%	90

18

Current Challenges *with 34 Officers*

- No Street Crimes unit (proactive)
- 3 Detectives instead of 5
- No Violent Offender Task Force Officer (VOTF)
- No Auto Theft Officer (ATO)
- Staff MINIMUM for patrol has been reduced to 4 during shifts (was 5)
- Crime rate nationally and regionally on the rise
- Difficulty investigating crime with current staff levels
- Violent crimes take more time, effort and energy to investigate
- Current climate calls for a high degree of de-escalation which take longer and uses more resources

Current Initiatives

- Decreased the hiring timelines
- Focused more on lateral hiring
- Added a Lateral Hiring Incentives
- Increased partnerships with community stakeholders such as We Push for Peace and WW Protection and Freedom Fighters
- Currently have a grant thru Hennepin County with We Push For Peace to combat violent crime
- Partnered with HCSO to add additional Patrol shifts

Current Initiatives

- Working on a Camera Registration Program for citizens and community member to register their camera with the City.
- Working towards a citizen reporting web-based system (in the final stages of implementation).
- Need to be strategic in what crimes we investigate and how we utilize our resources
- Since September of 2020, 28 police officers have left employment with the City, which is a 57% loss of staff (original total of 49).
- Since February of 2020, we have hired 16 police officers and continually try to bolster and streamline our hiring process while still incorporating diversity and inclusion.

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reginald Edwards, City Manager & Ms. LaToya Turk, Manager of CPHS Office

SUBJECT: Presentation of Emerging Brooklyn Center Community Journey (An Element of Evolving Brooklyn Center - A Community Centered City.

Requested Council Action:

- Staff ask the Council to hear and accept the presentation of the Emerging Brooklyn Center Community Journey, which is part of Evolving Brooklyn Center - A Community Centered City.

Background:

In May 2021 the City embarked upon an effort referenced as "Evolving Brooklyn Center: A Community-Centered City". It was founded with a vision to:

1. Transform the City of Brooklyn Center into a Community City Center
2. Innovatively transform our approach to public safety
3. Reduce the occurrence and severity of negative encounters between law enforcement and the community
4. Actively confront racial disparities and our history of racism in our City to improve safety, trust, and the greater well-being among Black, Indigenous, and People of Color (BIPOC)

Following is a developing description and mission statement for
Evolving BC:

- Description - A consortium of committed residents, community partners, and civic and public agencies.

- Mission - To dismantle systemic racism and equities, while cultivating a healthy community for all people for seven generations within the City of Brooklyn Center

The community is at the center of co-creating transformative solutions. The City secured funding in 2021, through the Pohlad Foundation and Blue Cross Blue Shield, Minnesota Foundation to support efforts "Evolving Brooklyn Center: A Community-Centered City". (Evolving BC).

One of the key components of Evolving BC is utilizing what we are calling a "community-centered ideation" process. The framework for this process came out of community trauma, pain, and what has become our Four Community Pillars.

The community-centered city ideation process begins by creating a welcoming atmosphere, grounded in African culture through music, greeting each other, sharing a meal, introducing ourselves; and moves to having authentic conversations that allow us to get to know each before we embarked on the difficult work

together.

Ideation Framework
An important part of the Ideation framework is how you address Patterns, Structures, and Mindsets through a process of Co-Sensing, Co-Presencing, and Co-Creating together. The process used will be modeled on the "Theory U Process and Monte Fleur" process used in South Africa following the transformation of the social and political construct of Apartheid.

> **Co-Sensing –** This is where we begin to rethink the events of the past and go on a journey together (called empathy walks) that frees us to imagine a new future together. Learning Journeys include visiting other cities that have experienced similar trauma as our own to talk with the community first-hand to gather stories, and information and understand what they learned as a result of the process. As a part of this work together, we'd like each person on the journey with us to create a sensing journal. We would love to get at least 100 residents from our community to participate in the Learning Journeys (real people in the community).
>
> **Co-Presence** – This is how we sit together in this space as we co-create. It is when we open our hearts and minds to seeing that we are not two experiences, but one experience in the community. It is where we remove our old patterns of reality and begin to open, warm, and illuminate what is emerging from what we see together as our social systems.
>
> **Co-Creating** – In the end, we want to co-create together a prototype of what our community can look like as a result of the co-sensing and co-presence work we do together. The purpose of prototyping is to create a microcosm that will allow our community to explore the future by doing. The prototype work is founded on the principle of "failing early to learn quickly." (see IDEO.com)

Ideation Process
To aid the City of Brooklyn Center's evolution into a "Community-Centered City" it will undergo an 18-month planning and prototyping community process. The process will involve monthly two-day convening of 30 residents and 10 city staff/elected officials/community partners, two learning journeys, project prototyping, and evaluation.

The learning journeys (involving 25 residents who are predominately BIPOC community members or reflective of the demographical makeup of Brooklyn Center and 10 city staff/elected officials/community partners, this involves travelilng to communities who have and continue experiencing trauma similar to our own- Flint, MI, (Water Contamination), New Orleans (Catrina Disaster), Baltimore, Maryland (Freddie Gray), and Charleston, South Carolina (Church Shooting), and places where there are nuggest of wisdom regarding a path forward.

The learning journeys will serve as part of the co-sensing and co-presencing parts of the process. From those shared experiences, potential strategies for change will emerge and ultimately shape and define prototype projects. The group will dialogue and learn from residents impacted by the trauma, and devastation, civic organizations, and local governments in those communities.

Based on the shared learning and co-creating the group will prototype six public safety projects that will be developed and piloted for 2 years in the areas of Four Pillar areas of Community: health, safety, life essential resources, and business. Each pilot would have to influence each of the other three areas as they are all interconnected in one system. The prototype projects will need to address the patterns of behavior, structures, and mindsets related to creating a community-based city.

A planning team (e.g. Residents - Melissa Carey, Matt Branch, Randy Christensen, Alfreda Daniels, staff – Latoya Turk, Reggie Edwards, and funding partners Raj Sethuraju Pohlad Foundation and Bukata Hayes, Blue Cross Blue Shield Foundation) have been designing the process for weeks. An open house is being planned for Saturday, June 5 to invite residents to participate in the retreat occurring by July 22-24.

The purpose of the presentation is for the planning team to share with the Council the designed process outline and timeline.

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Enhanced Community Image

ATTACHMENTS:

Description	Upload Date	Type
Presentation	5/25/2022	Presentation

Emerging Brooklyn Center Community Journey

Evolving Brooklyn Center

City Council Meeting - 3.22.2021

In May 2021 the City embarked upon an effort referenced as "Evolving Brooklyn Center: A Community-Centered City".

Vision

- Transform the City of Brooklyn Center into a Community City Center
- Innovatively transform our approach to public safety
- Reduce the occurrence and severity of negative encounters between law enforcement and the community
- Actively confront racial disparities and our history of racism in our City to improve safety, trust, and the greater well-being among Black, Indigenous, and People of Color (BIPOC)

Developing Description and Mission Statement

- Description - A consortium of committed residents, community partners, and civic and public agencies.
- Mission - To dismantle systemic racism and equities, while cultivating a healthy community for all people for seven generations within the City of Brooklyn Center

Emerging Brooklyn Center Community Journey

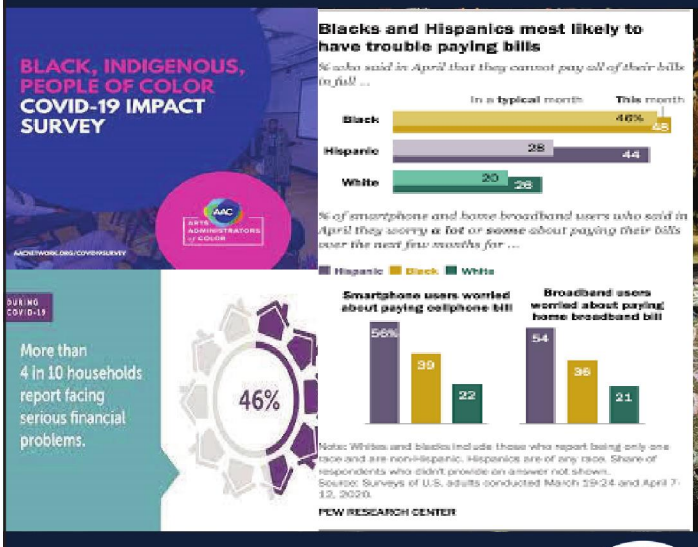
Evolving Brooklyn Center - Participants

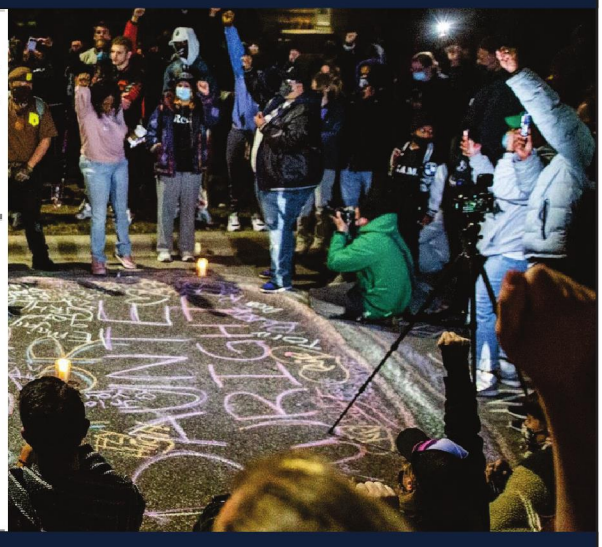
- Residents – Matt Branch, Alfreda Daniels, John Solomon, Randy Christensen, Barb Jensen, Julie Bourque, Melissa Carey, Tray Pollard, Will Dinga, Jude Nadi
- Community Partners – BCCS, CEAP, ACER, CAPI, 2ndChance, Our Sister's Keeper, OLM, Blue Earth County, Commissioner Jeff Lunde
- Staff Departments – Administration, Community Development, Police, Recreation, and Fire
- Foundations – Blue Cross Blue Shield, McKnight, Pohlad, Minneapolis, and St. Paul/Minnesota

Emerging Brooklyn Center Community Journey – Planning Team

- Melissa Carey, Resident
- Matt Branch, Resident
- Randy Christensen, Resident
- Alfreda Daniels, Resident
- Latoya Turk, BC Staff
- Reggie Edwards, BC Staff
- Raj Sethuraju, Pohlad Foundation TA

Emerging Brooklyn Center Community Journey





Emerging Brooklyn Center Community Journey

Clarity in Crisis

- Recognizing Assets & Honoring Wisdom
- Acting as One Community - Shifting from transactional to relational
- System Ability to Adapt and Pivot
- Seven Generations - Sustainability

Emerging Brooklyn Center Community Journey

FOUR COMMUNITY PILLARS

HEALTH

SAFETY

BUSINESS

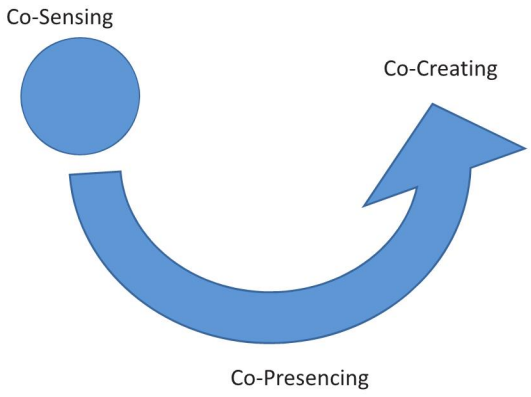
LIFE ESSENTIAL RESOURCES

Emerging Brooklyn Center Community Journey

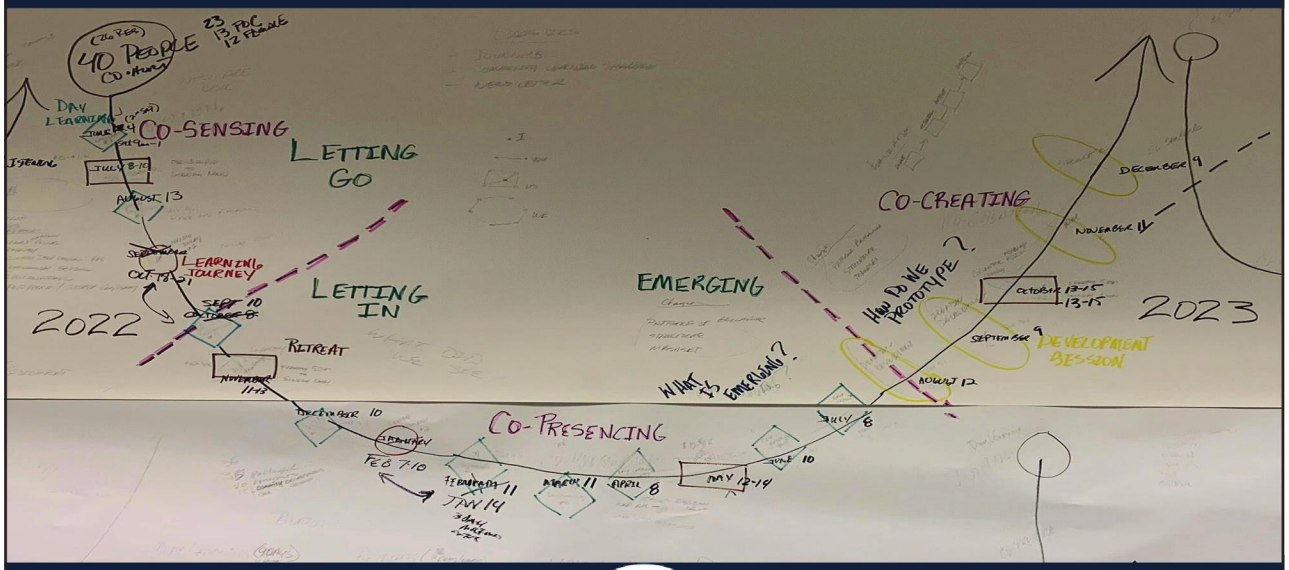
The Plan: Community-Centered Ideation

Traditional Process

VS.



Emerging Brooklyn Center Community Journey



Who was at the table?

- Community Residents
- Community Partner Organizations/Businesses
- Community City Staff and Elected Officials
- Community Funding Partners

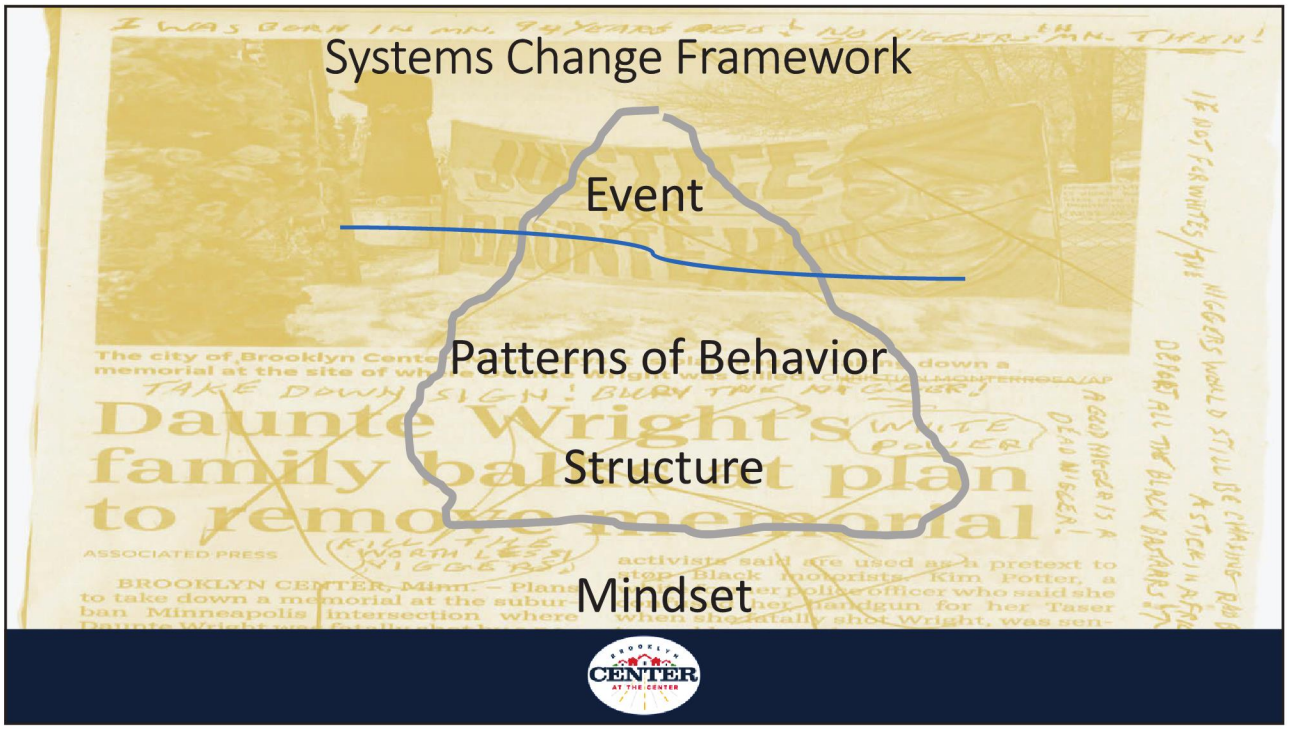
LONG-TERM SUSTAINED PROCESS with ACTIONABLE STEPS

- 9 Monthly Day Learning Sessions
- 4 Three-Day Retreats
- 2 Learning Journeys 40 Participants/ 23 Residents (1st Cohort)
  - Flint Michigan – Public Health Disaster
  - Charleston, South Carolina – Mass Church Shooting
  - New Orleans – Katrina Disaster
  - Harlem - Gentrification

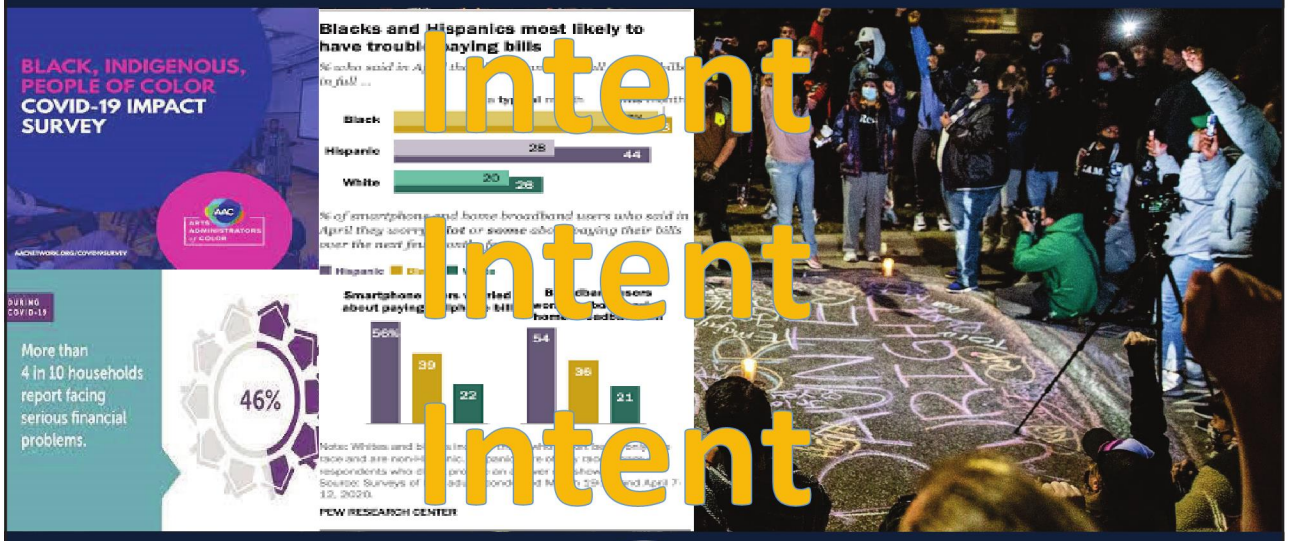
LONG-TERM SUSTAINED PROCESS with ACTIONABLE STEPS

- Learning Educational Elements
  - Large Social Change, Empathy,
  - Racism Construct,
  - Community Action, Innovations,
  - Listening
  - Conflict Resolution
- Relationship Building
- Emerging Innovative Strategies
- Scenario Building
- Prototyping

Systems Change Framework



Emerging Brooklyn Center Community Journey



Questions?

Council Regular Meeting

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Brooklyn Center Charter Commission

SUBJECT: An Ordinance Amending Chapter 2 Section 2.06 of the Brooklyn Center City Charter

Requested Council Action:

- *Motion to:*
  - *open the public hearing;*
  - *take public comment; (comments are limited to 2 minuter per person)*
  - *close the public hearing;*
  - *vote on the Charter Amendment.*

Background:

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Letter from Charter Commission	5/11/2022	Backup Material
Excerpt of minutes from Charter Commission Meeting	5/11/2022	Backup Material
Affidavit of Publication	5/11/2022	Backup Material
Ordinance	5/23/2022	Ordinance

BROOKLYN CENTER HOME RULE CHARTER COMMISSION

April 3rd, 2022

Dr. Reggie Edwards
City Manager
City of Brooklyn Center
6301 Shingle Creek Pkwy.
Brooklyn Center, MN 55430

Re: Transmittal of Recommended Amendment to the City Charter

Dear Dr. Edwards:

The purpose of this letter is to transmit to the Brooklyn Center City Council a proposed amendment to the Brooklyn Center City Charter. The enclosed recommended amendment is being forwarded for consideration for adoption by ordinance pursuant to Minnesota Statutes, section 410.12, subdivision 7 and Section VIII(B)(3)(a) of the Charter Commission's Rules of Procedures ("Rules").

The recommended amendment was accepted by a 2/3 affirmative vote of the actual membership (with never less than eight affirmative votes) of the Charter Commission as required by Section VIII(B)(1) of the Rules and are being transmitted as separate recommendations the City Council may act on individually or jointly. The Charter Commission understands the City will draft one or more ordinances as needed to address the recommended amendment and will act on them within the timelines established in Minnesota Statutes, section 410.12, subdivision 7.

Please feel free to contact me if there are any questions or if you would like me to provide additional information regarding the Charter Commission's reasons behind the recommended amendment.

Sincerely,

Mark Goodell
Chairperson

Enclosure – Recommended Amendment #1

BROOKLYN CENTER HOME RULE CHARTER COMMISSION

RECOMMENDED CHARTER AMENDMENT

The Brooklyn Center Home Rule Charter Commission hereby transmits the following recommended amendment to the City Charter for consideration and action by the City Council by ordinance pursuant to Minnesota Statutes, section 410.12, subdivision 7.

Recommended Amendment #1

Chapter 2, Section 2.06, of the City Charter of the City of Brooklyn Center is hereby amended by deleting the ~~stricken~~ material and adding the double underlined material as follows:

> Section 2.06. THE MAYOR. The Mayor shall be the presiding officer of the Council, except that the Council shall choose from its members a president pro tem who shall hold office at the pleasure of the Council and shall serve as president in the Mayor's absence and as Mayor in case of the Mayor's disability or absence from the City. The Mayor shall have a vote as a member of the Council and shall exercise all powers and perform all duties conferred and imposed upon the Mayor by this charter, the ordinances of the City, and the laws of the State. The Mayor shall be recognized as the official head of the City for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the Governor for the purposes of martial law. The Mayor shall study the operations of the City government and shall report to the Council any neglect, dereliction of duty, or waste on the part of any officer or department of the City. ~~In time of public danger or emergency the Mayor may, with the consent of the Council, take command of the police, maintain order and enforce the law.~~ In time of public danger or emergency the Mayor may coordinate with the City Manager, Police Chief, Fire Chief, and other municipal resources as part of the emergency response system to communicate with the public and to aid in identifying resources to assist the response effort, to maintain public safety and to respond to the emergency including, but not limited to, requesting assistance from local, state, and federal agencies as may be needed.

Submitted to the City this 3rd day of April 2022.

BY THE CHARTER COMMISSION

_____

Mark Goodell, Chairperson

_____

Kathryn Ellgren, Secretary

Minutes Excerpt from March 31, 2022 Charter Commission Meeting

Regarding Chapter 2 Section 2.06 of the City Charter

a) Review charter amendment on mayoral emergency powers: Commissioner Leino explained how the subcommittee came to their decision on the wording for this amendment. Commissioner Jerzak thanked Leino and the subcommittee for their best efforts and attempts to draft language neutrally. Commissioner Ryan pointed out that Fire Chief should be changed to Emergency Manager because that title might not always be the Fire Chief. Commissioner Jerzak was asked to clarify on his proposal-he clarified that this was merely a starting point and that he likes the current proposed language. Commissioner Shold proposed that we might need to check with the City Manager on Commissioner Ryan's proposal. Chairman Goodell spoke to the fact that this language would have to go through the city manager any way but stated that we might want to add Emergency Manager and keep Fire Chief in the text. Discussion was held. Commissioner Ebert asked to put "as part of the response system" in. Commissioner Ebert made a motion to add "as part of the emergency response system" to the language. She then withdrew her changes. Commissioner Jerzak moved to submit the language as written as a charter amendment. Commissioner Ryan seconded. Discussion was held.

   Commissioner Landis restated that the reason behind the change was not about a certain mayor or person but about a specific mishandling of a whole situation. Commissioner Ellgren made a motion to end discussion. Motion was seconded. Motion passed, 10 for 4 against. Commissioner Jerzak clarified that this should go to the city council first with the possibility to move to referendum as needed. Vote was called by division. Motion passed by a vote of 12 to 2 against. This language will be sent to the city manager for the consideration of the city council.

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Karen Nelson being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SP Brooklyn Ctr/Brooklyn Park

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 05/05/2022 and the last insertion being on 05/05/2022.

MORTGAGE FORECLOSURE NOTICES Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Karen Nelson
Designated Agent

Subscribed and sworn to or affirmed before me on 05/05/2022 by Karen Nelson.

Darlene MacPherson
Notary Public

DARLENE MARIE MACPHERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31, 2024

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$46.90 per column inch

Ad ID 1225683

CITY OF BROOKLYN CENTER PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held on the 23rd day of May at 7 p.m. or as soon thereafter as the matter may be heard at the City Hall, 6301 Shingle Creek Parkway, to consider an ordinance amending Chapter 2 of the Brooklyn Center City Charter; Section 2.06. Auxiliary aids for persons with disabilities are available upon request at least 96 hours in advance. Please contact the City Clerk at 763-569-3300 to make arrangements.

ORDINANCE NO. 2022-01

AN ORDINANCE AMENDING CHAPTER 2 SECTION 2.06 OF THE BROOKLYN CENTER CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BROOKLYN CENTER DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 2, Section 2.06 of the City Charter of the City of Brooklyn Center is hereby amended by deleting the stricken material and adding the double underlined material as follows:

Section 2.06. THE MAYOR. The Mayor shall be the presiding officer of the Council, except that the Council shall choose from its members a president pro tem who shall hold office at the pleasure of the Council and shall serve as president in the Mayor's absence and as Mayor in case of the Mayor's disability or absence from the City. The Mayor shall have a vote as a member of the Council and shall exercise all powers and perform all duties conferred and imposed upon the Mayor by this charter, the ordinances of the City, and the laws of the State. The Mayor shall be recognized as the official head of the City for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the Governor for the purposes of martial law. The Mayor shall study the operations of the City government and shall report to the Council any neglect, dereliction of duty, or waste on the part of any officer or department of the City. ~~In time of public danger or emergency the Mayor may, with the consent of the Council, take command of the police, maintain order and enforce the law.~~ In time of public danger or emergency the Mayor may coordinate with the City Manager, Police Chief, Fire Chief, and other municipal resources as part of the emergency response system to communicate with the public and to aid in identifying resources to assist the response effort, to maintain public safety and to respond to the emergency including, but not limited to, requesting assistance from local, state, and federal agencies as may be needed.

Mike Elliott
Mayor
ATTEST:
Barb Sucju
City Clerk

(~~Strikeout~~ indicates matter to be deleted, underline indicates new matter.)

Published in the
Sun Post
May 5, 2022
1225683

CITY OF BROOKLYN CENTER

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Section 2. This ordinance shall be effective after adoption and ninety (90) days following its legal publication.

Adopted this_____ day of_____, 2022.

_____
Mayor

ATTEST: _____
City Clerk

ORDINANCE NO. 2022-01

Date of Publication:

Effective Date:

(~~Strikeout~~ indicates matter to be deleted, double underline indicates new matter.)

Council/EDA Work Session
City Hall Council Chambers
May 23, 2022

AGENDA

ACTIVE DISCUSSION ITEMS

1. Overnight Parking Presentation/Discussion

PENDING LIST FOR FUTURE WORK SESSIONS

1. Upcoming Items
    - Zoning Code Update
    - Strategic Plans for years 2018-2020 and 2021-2023
    - Review Special Assessment Policy
    - Emerald Ash Borer Policy Review
    - Community-Wide Survey
    - Attorney RFP Process
    - Franchise Fees
    - Audit RFP Process
    - Memorial Policy - 6/27

Brooklyn Center Overnight Parking Discussion

Brooklyn Center City Council, May 23, 2022
Tony Gruenig, Chief of Police

Current Ordinance

27-120, Subd. 1

No person in charge of any vehicle shall park or permit such vehicle to stand upon the roadway of any highway or street in the City of Brooklyn Center between the hours of 2 a.m. and 6 a.m., nor for more than six consecutive hours at any other time. No person in charge of any vehicle shall park or permit such vehicle to stand upon any alley in the City of Brooklyn Center at any time.

Established 1992

2

Other Ordinances

Maple Grove (32-67) & New Hope (11-2)	No Parking 2:00 a.m. – 6:00 a.m.
Plymouth & Crystal	No Parking 2:00 a.m. – 5:00 a.m.
Robbinsdale	No Parking 12:00 a.m. – 8:00 a.m.
Golden Valley (26-46c)	No Parking 11/1 – 3/31 2:00 a.m. – 6:00 a.m.
Brooklyn Park	No Parking 11/1 – 3/31 2:00 a.m. – 5:00 a.m.
Minneapolis	No Ordinance
St. Louis Park	No Parking more than 48 hours

3

Towing Statute

- **MN State Statute 168B.011, Subd. 2** "Abandoned Vehicle" is a vehicle that had remained illegally for a period of more than 48 hours on any property owned or controlled by a unit of government, or more than four hours on that property when properly posted.
- **MN State Statute 168B.011, Subd. 3** "Junk Vehicle" is a vehicle that is older than 3 years, is extensively damaged, is apparently inoperable, does not have current registration, has a fair market value equal only to the approximate value of the scrap.
- **MN State Statute 168B.04, Subd. 1** "Abandoned or Junk Vehicle" – units of government and peace officers may take into custody and impound any abandoned or junk vehicle.

4

Reporting and Enforcement

- Reporting via 911, previous website, email and phone calls to Police, Community Development and Public Works. Additional phone calls to Engineering regarding requests for “No Parking” zones.
- Enforcement – complaint based and random patrols.
- Majority of parking regulations enforced by unarmed, non-sworn Community Service Officers (CSOs).
- Parking permits available (no cost) by request in person at police department (funerals, driveways etc.)

5

Statistics

Year	Parking Citations	911 Parking Complaint Calls
2021	1,061	167
2020	2,636	211
2019	1,884	226
2018	2,966	442
2017	3,247	493

We are unable to retrieve online reporting numbers due to website change over and actual phone calls are not logged.

6

Fees

Fee for a Parking Citation is $42

- $30 Fine
- $12 Parking surcharge
- Added fee of $5 after 25 days, if not paid and a letter sent to the owner.
- Added $25 if fee is not paid after an additional 25 days.
- The registered vehicle owner or responsible party can speak with a court hearing officer about the citation and payment options.
- If a vehicle has been sold the registered owner can speak with a hearing officer as well.
- Citation may be taken to trial, if requested.

Parking Ordinance Option I

<u>Leave Ordinance As-is</u>

Status quo – left with the same benefits and challenges.

- Multi-vehicle residences and multi-unit residential complexes may have issues with driveway/parking availability.
- Enforcement may not reach a level of community satisfaction or enforcement may be upsetting to residents.
- Roads are generally open for free flowing vehicle traffic and maintenance.

Parking Ordinance Option II

Consider Seasonal Option (Brooklyn Park & Golden Valley)

- Ordinance tailored to potential snow season.
- Need for an increased education and awareness as "no parking" season approaches.
- May need to assess streets where overnight parking would not be applicable.

9

Parking Ordinance Option III

Eliminate 2:00 a.m. – 6:00 a.m. portion of ordinance (Minneapolis and St. Louis Park) with possible statutory exceptions.

- Minimal restrictions for residents.
- Abandoned vehicles may be harder to detect and there would be an increased need for citizen reporting.
- Potential for increase in vehicle theft and theft from vehicles.
- Potential for more vehicle accidents if vehicles are left on the roadway.
- Potential issues with fall street maintenance and street sweeping.
- Potential to see increase in requests for "No Parking Zones."
- Potential decrease in compliance with Snow Event if people leave vehicles on the street.
- Potential for roadway deterioration should vehicles leak fluid onto street for extended periods of time.
- Two-way vehicle traffic may be impacted depending on volume of on-street parking.

10

Public Right of Way/Roadway

What is the purpose and function of the public right of way or roadway?

Council/EDA Work Session

DATE: 5/23/2022

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reginald Edwards, City Manager

SUBJECT: Upcoming Items

Requested Council Action:

- Zoning Code Update
- Strategic Plans for years 2018-2020 and 2021-2023
- Review Special Assessment Policy
- Emerald Ash Borer Policy Review
- Community-Wide Survey
- Attorney RFP Process
- Franchise Fees
- Audit RFP Process
- Memorial Policy - 6/27

Background:

Budget Issues:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values: